

**JEFFERS & IRELAND  
PROFESSIONAL CORPORATION**

55 WALLS DRIVE, FAIRFIELD, CT 06824  
PHONE: (203) 259-7900 ♦ FAX: (203) 259-1070  
www.jeffire.com

**FACSIMILE TRANSMITTAL SHEET**

TO:  
Hon. Cristine A. Vogel

FACSIMILE NO.:  
(860) 418-7053

CC:

FACSIMILE NO.:

FROM:  
Stephen M. Cowherd

DATE:  
JUNE 12, 2006

RE:  
The Stamford Hospital  
Transfer of Ambulatory Care Clinics

TOTAL NO. OF PAGES INCLUDING COVER:

19

NOTES/COMMENTS:

RECEIVED  
2006 JUN 12 PM 3:59  
CONNECTICUT OFFICE OF  
HEALTH CARE ACCESS

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**JEFFERS & IRELAND**

PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

55 WALLS DRIVE

FAIRFIELD, CONNECTICUT 06824

KAREN A. JEFFERS  
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WWW.JEFFIRE.COM

June 12, 2006

**VIA FACSIMILE AND FEDERAL EXPRESS**

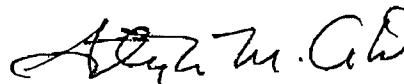
Hon. Cristine A. Vogel  
Commissioner  
Office of Health Care Access  
410 Capitol Avenue, MS#13HCA  
P. O. Box 340308  
Hartford, CT 06134-0308

**Re: The Stamford Hospital ("TSH")**  
**Transfer of Ambulatory Care Clinics**

Dear Commissioner Vogel:

Enclosed please find an original and five (5) copies of TSH's Letter of Intent with respect to the above-referenced transfer of ambulatory care clinics to Optimus Healthcare, Inc. ("Optimus"). The Hospital looks forward to working with you and OHCA staff on this project. Should you have any questions, please feel free to contact me or Kathy Silard, Senior Vice President of Operations for TSH, at (203) 276-7505.

Respectfully submitted,

  
Stephen M. Cowherd

SMC:sc

Enclosures

cc: Kathleen A. Silard, TSH (via fax w/o encl.)  
David Smith, TSH (via fax w/encl.)

RECEIVED  
2006 JUN 12 PM 3:59  
CONNECTICUT OFFICE OF  
HEALTH CARE ACCESS



**State of Connecticut  
Office of Health Care Access  
Letter of Intent/Waiver Form  
Form 2030**

RECEIVED  
 2006 JUN 12 PM 3:59  
 CONNECTICUT OFFICE OF  
 HEALTH CARE ACCESS

All Applicants must complete a Letter of Intent (LOI) form prior to submitting a Certificate of Need application, pursuant to Sections 19a-638 and 19a-639 of the Connecticut General Statutes and Section 19a-643-79 of OHCA's Regulations. Please submit this form to the Commissioner of the Office of Health Care Access, 410 Capitol Avenue, MS# 13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

**SECTION I. APPLICANT INFORMATION**

If there are more than two Applicants, please attach a separate sheet of paper and provide additional information in the format below.

	Applicant One	Applicant Two
Full legal name	The Stamford Hospital	
Doing Business As	The Stamford Hospital	
Name of Parent Corporation	Stamford Health System	
Mailing Address, if Post Office Box, include a street mailing address for Certified Mail	30 Shelburne Road, Stamford, CT 06904	
Applicant type (e.g., profit/non-profit)	Non-profit	
Contact person, including title or position	Kathleen A. Silard, Senior Vice President, Operations	Stephen M. Cowherd, Jeffers & Ireland, PC
Contact person's street mailing address	30 Shelburne Road, Stamford, CT 06904	55 Walls Drive, Fairfield, CT 06824
Contact person's phone #, fax # and e-mail address	Phone: 203-276-7505 Fax: 203-276-5529 e-mail: ksilard@stamhealth.org	Phone: 203-259-7900 Fax: 203-259-1070 e-mail: scowherd@jeffire.com

**SECTION II. GENERAL APPLICATION INFORMATION**

a. Proposal/Project Title:

Transfer of Ambulatory Care Clinics

b. Type of Proposal, please check all that apply:

☒ Change in Facility (F), Service (S) or Function (Fnc) pursuant to Section 19a-638, C.G.S.:☐ New (F, S, Fnc)☐ Replacement☐ Additional (F, S, Fnc)☐ Expansion (F, S, Fnc)☒ Relocation☐ Service Termination☐ Bed Addition☐ Bed Reduction☒ Change in Ownership/Control☐ Capital Expenditure/Cost, pursuant to Section 19a-639, C.G.S.:☐ Project expenditure/cost cost greater than \$ 1,000,000☐ Equipment Acquisition greater than \$ 400,000☐ New☐ Replacement☐ Major Medical☐ Imaging☐ Linear Accelerator☐ Change in ownership or control, pursuant to Section 19a-639 C.G.S., resulting in a capital expenditure over \$1,000,000

c. Location of proposal (Town including street address):

Current clinic locations: Leslie and Roslyn Goldstein Children's Health Center, 26 Palmers Hill Road, Stamford, CT; William Pitt Family Medicine Center and Dorothy Bennett Behavioral Health Center, 32 Strawberry Hill Avenue, Stamford, CT and the Internal Medicine and Obstetrical Center, 20 Shelburne Road, Stamford, CT. As of February, 2007 the new location for the aforementioned entities will be 1351 Washington Blvd., Stamford, CT

d. List all the municipalities this project is intended to serve:

The municipalities will reflect the Stamford Hospital's primary service area which includes Stamford and Darien.

- e. Estimated starting date for the project: Immediately upon regulatory approval.
- f. Type of project: 16 (Fill in the appropriate number(s) from page 7 of this form)

**Number of Beds (to be completed if changes are proposed)**

Type	Existing Staffed	Existing Licensed	Proposed Increase (Decrease)	Proposed Total Licensed
<i>Not Applicable</i>				

**SECTION III. ESTIMATED CAPITAL EXPENDITURE INFORMATION**

- a. Estimated Total Capital Expenditure: \$ 111,805
- b. Please provide the following breakdown as appropriate:

Construction/Renovations	\$
Medical Equipment (Purchase)	
Imaging Equipment (Purchase)	\$111,805
Non-Medical Equipment (Purchase)	
Sales Tax	
Delivery & Installation	
<b>Total Capital Expenditure</b>	<b>\$111,805</b>
Fair Market Value of Leased Equipment	
<b>Total Capital Cost</b>	<b>\$111,805</b>

**Major Medical and/or Imaging equipment acquisition:**

Equipment Type	Name	Model	Number of Units	Cost per unit
X-ray Room Equipment	Silhouette	GE	1	\$48,416
X-ray Room Equipment	X-Carbon XL Lite	Fuji	1	\$63,389

Note: Provide a copy of the contract with the vendor for major medical/imaging equipment.

See Exhibit A.

c. Type of financing or funding source (more than one can be checked):

- ☒ Applicant's Equity
 ☐ Lease Financing
 ☐ Conventional Loan  
☐ Charitable Contributions
 ☐ CHEFA Financing
 ☐ Grant Funding  
☐ Funded Depreciation
 ☐ Other (specify): \_\_\_\_\_

**SECTION IV. PROJECT DESCRIPTION**

Please attach a separate 8.5" X 11" sheet(s) of paper and provide no more than a 2 page description of the proposed project, highlighting all the important aspects of the proposed project. Please be sure to address the following (if applicable):

- Currently what types of services are being provided? If applicable, provide a copy of each Department of Public Health license held by the Petitioner.
- What types of services are being proposed and what DPH licensure categories will be sought, if applicable?
- Who is the current population served and who is the target population to be served?
- Identify any unmet need and how this project will fulfill that need.
- Are there any similar existing service providers in the proposed geographic area?
- What is the effect of this project on the health care delivery system in the State of Connecticut?
- Who will be responsible for providing the service?
- Who are the payers of this service?

## PROJECT DESCRIPTION

The Stamford Hospital ("TSH") is proposing to transfer four ambulatory care clinics to Optimus Healthcare, Inc. ("Optimus"), a federally qualified health center ("FQHC") formerly known as the Bridgeport Community Health Center. Optimus has been providing comprehensive primary and preventive care to medically underserved populations in Fairfield County since 1976 and currently operates two separate clinic locations within the City of Stamford.

Under the proposed arrangement, TSH would transfer ownership and operation of the clinics to Optimus to create an integrated primary care delivery network for uninsured and underinsured patients within the Stamford community. The transition of the four clinics to FQHC status will allow a significantly larger number of patients to benefit from enhanced programmatic offerings that Optimus will provide in collaboration with TSH and other community-based organizations. In addition, access to primary care services will be improved for these same populations as the proposal will result in the consolidation of the clinics in 41,000 square feet of newly renovated medical office space located at 1351 Washington Boulevard in Stamford.

To ensure continuity of care is maintained for patients and their families, the proposal also includes a contracting arrangement whereby the various teaching faculty and residents participating in TSH's graduate medical education (GME) programs in family medicine, internal medicine and obstetrics would continue to staff the clinics and provide primary care services on behalf of Optimus. TSH will also help fund the ongoing operations of the clinics through annual community benefit grants that will be paid to Optimus.

The four TSH clinics that would be transferred to Optimus are the Leslie and Roslyn Goldstein Children's Health Center located on Palmers Hill Road, the William Pitt Family Medicine Center and Dorothy Bennett Behavioral Health Center located at the Tully Health Center on Strawberry Hill Avenue, and the Internal Medicine and Obstetrical Center located on TSH's main campus. Each of these clinics is in need of expanded space that will be accommodated by the proposed new location which is expected to be ready for occupancy by February, 2007. Until then, each of the four clinics would remain in their present location pursuant to lease arrangements negotiated between the parties.

The proposed collaboration between TSH and Optimus is expected to improve the health care delivery system within the region by allowing clinic patients to access a variety of primary and preventive health care services in a single setting. These include the availability of discounted prescription drug pricing, asthma care through a nationally recognized pediatric program that includes diagnosis, onsite pulmonary function testing, medication management and patient education and access to health disease collaboratives, including such programs as the National Diabetes Collaborative, which aims to improve the diabetes care of its patients.

FQHCs also have access to a wide array of grant funding to support primary care and enabling services (e.g., transportation, translation, outreach, case management), planning and development of provider networks, and capital improvements to their facilities. Accordingly, the transfer of the clinics should offer additional opportunities to provide expanded services, such as dental, while simultaneously allowing the continued utilization of the centers as ambulatory care training venue for Stamford's residency programs. In addition, the proposed Washington Boulevard location will be significantly closer to major bus and rail transportation routes than the present dispersed locations of the TSH clinics.

The proposal will result in the Hospital continuing to employ the physicians and mid-level providers at the primary care clinics while Optimus will employ all other staff. Optimus is the only FQHC in Fairfield County that has been accredited by the Joint Commission on Accreditation of Healthcare Organizations and medical services at the clinics will be furnished under Optimus' existing community health center license.

In fiscal year 2005, operation of the four ambulatory care clinics resulted in combined losses for TSH of approximately \$4 million. Accordingly, transitioning the ambulatory care clinics to FQHC status under the auspices of Optimus is expected to achieve cost savings of roughly \$1 million per year.

TSH, which provided \$35.4 million in uncompensated care in FY 2005 and has experienced a 50% rise in these expenditures since FY 2002, will continue to own and operate its outpatient clinics specializing in surgery, cardiology, ophthalmology, pain management, dermatology, orthopedics, neurology and HIV therapy. In addition, the Hospital will continue to provide services to all residents of the Greater Stamford community through its emergency department, immediate care center and other inpatient and outpatient hospital services regardless of ability to pay.

No changes in TSH's current patient or payor mix is expected to occur as a result of this proposal.



# EXHIBIT A

**FUJIFILM Medical Systems USA, Inc.**

Imaging & Information Site Proposal

Prepared for:

**STAMFORD HOSPITAL**



**May 26, 2006**

**Proprietary Information**

The contents of this proposal are confidential.  
Duplication and distribution of this document without approval of  
FUJIFILM Medical Systems USA, Inc. is strictly prohibited.

**FUJIFILM MEDICAL SYSTEMS USA, INC.**

419 WEST AVENUE, SUITE 165

STAMFORD, CT 06902

203-324-2000 800-431-1850 203-251-7889 (FAX)

Ms. Jory Betts

STAMFORD HOSPITAL

190 W. BROAD STREET

STAMFORD, CT 06902

Purchasing Group: NOVATION

Date: 5/26/2006

Quote #: 0486001200600110-1

Expires: 6/25/2006

PO:

SHIP VIA	REDELIVER	FOB	TERMS
Best Way	06/29/2006	Stamford	Custom Terms

Imaging Center

QTY	CATALOG	DESCRIPTION	NET PRICE
1	XCARBON-XL-LITE	<p>FCR Carbon XL with Lite IIP</p> <p>Carbon XL reader unit packaged with the Flash Lite IIP. The FCR Carbon XL can process up to 94 Images per hour in fast scan mode, yet it's compact size makes it perfect for exam rooms or trauma bays, where quick image availability is critical. With this kind of speed, the Carbon XL also serves as a great redundancy solution during busy periods.</p> <ul style="list-style-type: none"> <li>- Cycle times of less than a minute for maximum technologist productivity</li> <li>- A simplified user interface for image processing in as few as three steps</li> <li>- Image previews as the IP is scanned for quick positioning checks before the next exam</li> <li>- Two (2) Professional Service Days are included in the package</li> <li>- Hardware includes Carbon XL reader unit for IP scanning and erasure, UPS w/surge protection &amp; power conditioning, and Flash IIP workstation</li> </ul> <p>The Flash Lite IIP is an ID and QA workstation designed with the features to enhance productivity of the exam room technologist. The package includes hardware and software components used most frequently in the exam room, such as exam selection, image preview, basic annotation and QC tools as well as DICOM connectivity to a RIS/HIS and PACS.</p> <ul style="list-style-type: none"> <li>- Perform patient ID, image processing, QA and image transmission from a single compact workstation</li> <li>- Ability to network with multiple Flash IIPs &amp; FCR readers for optimal flexibility</li> <li>- Hardware including desktop CPU (3.2GHz, 1G RAM, 80G Hdd), keyboard, barcode reader &amp; 19 in. color touch screen LCD monitor</li> <li>- Software features including <ul style="list-style-type: none"> <li>&gt; Main application software for simplified patient ID and QA</li> <li>&gt; DICOM Worklist Management for interface to RIS/HIS</li> <li>&gt; DICOM CR Store for connectivity to PACS</li> <li>&gt; QC adjustments including exam reprocessing, sensitivity, latitude, density and contrast</li> <li>&gt; MFP (Multi Frequency Processing) - advanced image processing which optimizes edge and gray scale enhancement of multiple frequencies within an image, simultaneously, for improved visibility of both dense and peripheral tissue</li> <li>&gt; FNC (Flexible Noise Control) - advanced image processing for intelligent suppression of noise without loss of diagnostic information or sharpness</li> <li>&gt; Technologist editing tools such as automatic and manual Shutters (black borders) and movable annotation markers</li> <li>&gt; Basic security features - customizable technologist log in/log out &amp; user restrictions</li> <li>&gt; Statistical Analysis reporting - Text file download of patient image database, including reason for image rejection coding, for reject or other performance analyses</li> <li>&gt; Synapse Web Query Shortcut - opens Fuji PACS browser without closing IIP application to enable viewing of a patient's prior exams on the IIP. Only compatible with Fuji Synapse PACS</li> </ul> </li> </ul>	\$55,770.00
1	XCARBON-CART-S	<p>Single cassette reader cart (size: small, color: black)</p> <p>Heavy duty engineered medical furniture provides space-saving workstation, countertop space and cassette holder storage for the FCR &amp; Carbon single cassette readers. Compact Stationary Rack design allows convenient placement of the computer workstation at just the right height above the reader. Includes a swivel mount for the monitor, a convenient CPU tuck-away area, a spacious countertop for the keyboard, mouse and barcode reader, and two convenient side-mounted cassette holders (right or left mounted).</p>	\$975.00
1	XSAUTOEXAM	<p>Auto Exam Select enables mapping of RIS/HIS exam codes to Fuji MPM codes for automatic transfer of exam information to the CR reader. This feature is an excellent workflow-enhancing tool, as it enables transfer of a patient's ordered exam(s) with name from RIS/HIS. Can be used with or without Study Group option. One license is required for each set of RIS/HIS exam codes mapped to Fuji MPM codes.</p>	\$1,950.00
1	XFREETEXT	<p>Ideal for technologists who need to quickly and easily add comments to the digital image. Free text annotation software enables users to type comments and input them into an image.</p>	\$357.50
1	X-BCR-HLDR-D	<p>BARCODE SCANNER HOLDER - DESKTOP</p> <p>Custom barcode holder to support Fuji CR barcode scanners. This model resides on a desktop, giving technologists the freedom to identify IPs/cassettes without interrupting workflow to pick up the barcode reader.</p>	\$29.90

**FUJIFILM MEDICAL SYSTEMS USA, INC.**

419 WEST AVENUE, SUITE 165

STAMFORD, CT 06902

203-324-2000 800-431-1850 203-251-7869 (FAX)

Ms. Jory Betts

STAMFORD HOSPITAL

190 W. BROAD STREET

STAMFORD, CT 06902

Purchasing Group: NOVATION

Date: 5/26/2006

Quote #: 0468001200600110-1

Expires: 6/25/2006

PO:

3	XCASS-14X17-CC	14X17 CASSETTE TYPE CC	\$1,657.50
3	XCASS-10X12-CC	10X12 CASSETTE TYPE CC	\$1,072.50

**Sub-Totals for: Unassigned**

Sub-Total Net Price: \$61,812.40

Total System Net Price: \$61,812.40

**OTHER ITEMS**

QTY	CATALOG	DESCRIPTION	NET PRICE
1	FREIGHT	Freight	\$0.00
<b>Sub-Totals for: Unassigned</b>			
Sub-Total Net Price:			\$0.00

Total Order Net Price: \$61,812.40

**OPTIONAL ITEMS**

QTY	CATALOG	DESCRIPTION	NET PRICE
1	R230147ST6-SPKG	14 X 17 ST VI IMAGING PLATE SINGLE PKG	\$487.50
1	R230102ST6-SPKG	10 X 12 ST VI IMAGING PLATE SINGLE PKG	\$276.25
1	XDICOMPRINT710	Enables DICOM Print function from the Flash IIP workstations (7-10 License).	\$812.50
<b>Sub-Totals for: Unassigned</b>			
Sub-Total Net Price:			\$1,576.25

Total Optional Items Net Price: \$1,576.25

Total Order Net Price Including Optional Items: \$63,388.65

**NOTES:**

1. All applicable sales/use taxes will be additional.
2. Terms: 20% down payment, 70% upon delivery; Balance due on installation completion. Installation to be scheduled upon receipt of delivery payment.
3. Warranty: Twelve months parts and labor during normal working hours and an additional 12 months warranty with no charge service purchase order. Twenty four months warranty on imaging plates and cassettes.
4. A yearly service agreement for the equipment above (less certain accessories) is offered with the accompanying FMSU Service Agreement document.
5. Site preparation and interconnecting cables are the responsibility of the customer.
6. It is the customer's responsibility to schedule and pay for an OEM Service Engineer to be present at installation to configure each OEM modality to be connected to the Fuji print network.

Bill To:

STAMFORD HOSPITAL

190 W. BROAD STREET

STAMFORD, CT 06902

Ship To:

Submitted By: Paul Carbo

Customer Signature:

Approved By: Mary Ellen Egan

Title:

Date:

## STANDARD CONDITIONS OF SALE

Applicable To All Sales by FUJIFILM MEDICAL SYSTEMS USA, INC.  
Herein referred to as The Company.

1. This quotation is subject to withdrawal or changes upon notice at any time prior to acceptance of an order, and is valid for the length of time specified, all previous agreements relating to the subject matter hereof. Acceptance of this proposal is expressly limited to the terms and conditions contained herein and any additional or different terms or conditions contained in Buyer's order or response hereto shall be of no effect nor in any circumstances binding upon the Seller. Buyer will be deemed to have assented to all terms and conditions contained herein if any part of the described merchandise is accepted.
  2. Prices stated herein shall be subject to adjustment to the Company's prices in effect at the time of shipment.
  3. Shipping dates are approximate and are based upon prompt receipt of all necessary information. The company shall be liable for general, but not for special or consequential damages, caused by delay in delivery or failure to manufacture, when due to its fault or negligence. The Company shall not be liable for delays in delivery, or failure to manufacture, due to cause beyond its reasonable control, such as acts of God, acts of the Buyer, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riot, delays in transportation, car shortage and inability due to causes beyond its reasonable control to obtain necessary labor, materials, components, manufacturing facilities, or any other commercial impracticability. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. In the event of a product shortage, the Company shall have the right to allocate its available products among its customers in such a manner as the Company may consider equitable.
  4. If the financial condition of the Buyer at any time is such as to give the Company, in its judgment, reasonable grounds for insecurity concerning the Buyer's ability to perform his obligations under this contract, the Company may require full or partial payment in advance and suspend any further deliveries (or continuance of the work) to be performed by the Company until such payment has been received. Failure to furnish such payment within 10 days of demand by the Company shall constitute a repudiation of the contract and in such event the Company shall be entitled to receive reimbursement for its reasonable and proper cancellation charges. Payment shall become due in accordance with the payment terms on the face hereof. All deferred payment plans (notes or otherwise) must be accompanied by a suitable security agreement acceptable to the Company. If the Buyer delays shipments, such payments shall become due from the date when the Company is prepared to make shipment. If the Buyer delays manufacture, payment shall be made based on the contract price and the percentage of completion. Equipment held for the Buyer shall be at the risk and expense of the Buyer.
- The Buyer shall assume all transportation charges from the F.O.B. point shown on the face hereof. Nevertheless, until installation of the apparatus sold hereunder or pro-rata payments received for apparatus shipped, title thereto (the right of possession and the risk of loss (except loss caused by the negligence of the Buyer)) shall remain with the Company and such apparatus shall remain personal property. Upon either installation, or upon shipment and receipt of pro-rata payments, whichever occurs first, title pro-rata and risk of loss shall pass to the Buyer, but the Company shall retain a security title and the right to possession and the apparatus shall remain personal property until all payments hereunder (including deferred payments whether evidenced by note or otherwise) shall have been made in full in cash. The Buyer agrees to do all acts necessary to perfect and maintain such title and right in the Company.
6. The Company's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the prices specified herein, the amount of any present future or sales, use, excise or other similar tax applicable to the manufacture, sale, or use of the products hereunder, shall be paid by the Buyer as a part of said price, or in lieu thereof the Purchase shall provide the Company with a tax-exemption certificate acceptable to the taxing authorities.
  7. Unless otherwise specified in writing, the Company will assemble the apparatus covered herein (with the exception of certain supply and accessory items such as light proof shades, tanks, cassette pass boxes, etc.) and will connect the same to the safety switches or electrical outlets to be provided and installed by the Buyer. If for any reason such as assembly of electrical connections, hereinafter referred to as the installation of the apparatus, are made by other than the Company's own employees, any additional charge for the cost of such outside labor must be borne by the Buyer. It is understood that proper electrical current for operation of the apparatus will be brought to the safety switches and outlets by the Buyer and the Buyer will supply all of the necessary conduits, wiring, Unistrut steel or similar support in the ceiling, plumbing, carpentry, construction work and rigging required for making the installation. It is further understood that should anything additional be required for making the installation, it shall be supplied by the Buyer at the Buyer's cost.
  8. Where any part of the payment is dependent upon installation of the apparatus and installation is delayed for any reason for which the Company is not responsible, the

10th day from the date of delivery to the Buyer shall be considered as the day of completion of the installation and the terms of payment, and the warranty, shall apply as of that date.

9. The Company makes the following warranties with respect to x-ray and electro medical or NDT apparatus sold by it to the Buyer and no other warranties, except of title, shall be implied.
  - A) New apparatus shall be free from defects in material or workmanship for a period of twelve months from the date of original installation.
  - B) Used apparatus shall be in good operating condition at the date of installation and for a period of 60 days from such date.

New x-ray tubes and valve tubes, incorporated in or supplied with either new or used apparatus are not warranted hereunder but are covered by the Company's standard tube and kenotron warranty applicable thereto on the date hereof. No warranties either expressed or implied shall apply to new or used glassware and batteries or used evacuated devices. If any defect in material or workmanship appears in a new apparatus or if any used apparatus fails to operate within the period of time specified above, the Buyer shall notify the Company immediately and the company shall thereupon correct the defect by repairing the defective part or by supplying a replacement thereof at the Company's expense. The conditions of any test shall be mutually agreed upon and the Company shall be notified of, and may be represented at, all tests that may be made. The liability of the Company, except as to title, arises out of the supplying of said apparatus, or its use, whether on warranty or otherwise, shall be limited to the correction of defects as aforesaid and upon the expiration of the respective warranty periods all such liability shall terminate. Any claim asserted under this warranty must be commenced within 12 months from the date of purchase. In no event shall the Company be liable for consequential or special damages. There are no warranties which extend beyond the foregoing on the face hereof and such warranties shall constitute sole and exclusive liability of the Company in connection with any product sold by the Company and is exclusive and in lieu of any other warranties, express, implied or statutory, including the warranty of merchantability, and all other obligations or liabilities, either in contract or in tort, of the Company. The Company neither assumes, nor authorizes any person to assume for it, any other obligation or liability in connection with any product sold by the Company. The Company does not warrant that the described merchandise is delivered free of the rightful claim of any third party by way of infringement, or the like. In no merchandise is delivered free of the rightful claim of any third party by way of infringement, or the like. In no event shall the Company be liable for specific or consequential damages, or for any delay in the performance of this warranty due to causes beyond its control. The foregoing shall constitute the sole remedy of the Buyer.

10. Imaging Plates are warranted to be free from defects in material or workmanship for a period of twelve months from date of original purchase. This warranty does not include physical damage caused by scratches, gouges, pressure marks from heavy components, or defects caused by the introduction of foreign material or objects into the CR reader or CR cassettes.
11. Any introduction of unauthorized software to any CPU that makes up the product without express written permission may invalidate the warranty for this system. The Company reserves the right to make this determination at time of repair or correction. Any service calls during or after the aforementioned warranty period to correct or otherwise repair any issue related to this unauthorized software installation may be charged to the Buyer of said system at the sole discretion of the Company, at our prevailing service rates.
12. The Company shall defend any suit or proceeding brought against the Buyer so far as based on a claim that any product, or any parts thereof furnished under this quotation constitute an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Company's expense) for the defense of same, and the Company shall pay all damages and costs awarded therein against the Buyer. In case said products, or any parts thereof, are in such suit held to constitute infringement and the use of said products or parts are enjoined, the Company shall, at its own expense and option, either procure for the Purchase or the right to continue using said products or parts; or replace the same with non-infringing products or parts; or modify it so it becomes non-infringing; or remove said products or parts and refund the purchase price and the transportation costs thereof. The foregoing states the entire liability of the Company for patent infringement by said product or any parts thereof.
13. This instrument constitutes the entire and only agreement between the parties hereto, and any representation, affirmation of fact, and course of prior dealing promise or condition in connection therewith or usage or the trade not incorporated herein shall not be binding on either party. No waiver, alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by the specifically authorized representative of the Company.

## GE Healthcare

Stamford Hospital  
142 West Broad Street  
Stamford, CT 06901  
Attention: David Sack

Date: June 06, 2006

GCKC9DA

This agreement is by and between the customer and the GE Healthcare entity (referred to herein as "GE Healthcare"), each as identified in the applicable signature block below. GE Healthcare agrees to provide and customer agrees to pay for the products and/or services set forth in this agreement, all in accordance with the terms and conditions set forth herein. This agreement is comprised of:

- 1) This GE Healthcare Quotation (together with any applicable schedules referred to herein) that identifies the product and/or service offerings purchased or licensed by customer;
- 2) The attached (i) GE Healthcare Warranty documentation, (ii) GE Healthcare Additional Terms and Conditions documentation and (iii) GE Healthcare Statement of Service Deliverables documentation, as applicable; and
- 3) The attached GE Healthcare Standard Terms and Conditions - Sales and Service.

In the event of conflict among the foregoing items, the order of precedence is as numbered above. This agreement constitutes the complete agreement of the parties relating to GE Healthcare's delivery of the products and/or services identified in the GE Healthcare Quotation and supercedes all prior oral or written proposals, statements, agreements, commitments, or understandings with respect to the matters provided for herein.

CIF, per attached standard Terms and Conditions - Sales and Service.

August 06, 2006

10% Down with order, 70% Due on delivery of major components and prior to installation, Balance due upon completion of installation and/or availability for first use.

• Contract Price Protection:

12 months from date of contract execution, subject to increase by .5% per month after such 12 month period

Each party has caused this agreement to be executed by its duly authorized representative as of the date set forth below.

GENERAL ELECTRIC COMPANY:  
by and through its GE Healthcare  
business

\_\_\_\_\_  
Michael Barron  
Sales Representative  
GE Healthcare  
3200 N. Grandview Boulevard  
Waukesha, WI 53188 (WT-897)  
Phone: (508) 870-5232

• Accepted By:

\_\_\_\_\_  
Date

• Credit Approval By:

\_\_\_\_\_  
Date

BUYER:  
Stamford Hospital

• Agreed To By:

\_\_\_\_\_  
Authorized Customer                      Date  
Representative

\_\_\_\_\_  
Title

P.O. Box 414, Milwaukee,  
WI, 53202-0414  
gehealthcare.com

General Electric Company



## GE Healthcare

## Quotation

Stamford Hospital  
142 West Broad Street  
Stamford, CT 06901  
Attention: David Sack

Date: June 06, 2006

GCKC9DA

QTY	CATALOG	DESCRIPTION	PRICE
		Clinical Silhouette-VR System	
		<i>Base System</i>	
1	S3916JB	Silhouette VR - 50kW System	
		o Integrated Tube Stand	
		o 4-Way Floating Top Table	
		o Cassette Holder With Fixed Grid	
		o Console With APR and Mounts (Wall, Desk and Pedestal)	
		o X-Ray Tube (RAD-12) and Collimator	
		o Cables	
1	S3916JD	Wall Stand with 180cm Focus Grid	
		<i>Options and Accessories</i>	
1	S3916JH	Lateral Cassette Holder	
		<i>Other</i>	
1	W0200RA	2 Days Tip Onsite Training Vascular Packages	
		One 2 day Tip onsite visit for vascular packages on Precision MPi, Precision RXi, or Precision 500D.	
		Includes T&L expenses. Days provided consecutively.	
		TOTAL NET EQUIPMENT SELLING PRICE	48,416.00
		<hr/>	
		10% Down with order	4,841.60
		70% Due on delivery of major components and prior to installation	33,891.20
		Balance due upon completion of installation and/or availability for first use	9,683.20
		<hr/>	



## GE Healthcare

# Warranty Statement

## X-Ray and Image Intensifier Tubes

### (United States and Canada)

**WARRANTY SCOPE**

These warranties cover each GE Healthcare X-ray or image intensifier tube ("Tube") listed in the GE Healthcare Quotation. This warranty statement incorporates GE Healthcare's Standard Terms and Conditions - Sales and Services (GE Healthcare TC3.22.05REV).

GE Healthcare warrants that, starting with the Warranty Commencement Date and for the Warranty Period (as defined below): (i) the Tube will be free from defects in title, material and workmanship under normal use and service and (ii) except for Tubes manufactured in compliance with Customer's designs or specifications, the Tube will perform substantially in accordance with GE Healthcare's written technical specifications for the Tube (as such specifications exist on the date the Tube is shipped) ("Tube Specifications"). This warranty statement defines GE Healthcare's warranty obligations for both parts and labor and is available only to end-users that purchase Tubes from GE Healthcare or its authorized distributors. The Warranty Period for all warranties, except the warranty of title and the Patent and Copyright Warranty, is limited in time as shown below.

**WARRANTY COMMENCEMENT DATE AND WARRANTY PERIODS****Determining Warranty Periods For Tubes**

The Warranty Period start date ("Warranty Commencement Date") for Tubes supplied as part of a new system installation will be the system installation date. The Warranty Commencement Date for replacement Tubes is determined by (i) the date GE Healthcare installs the Tube or (ii) if the date of installation is unknown, then the date of GE Healthcare's invoice to Customer or GE Healthcare's authorized distributor, as applicable, and in all cases not later than six (6) months following shipment of the Tube by GE Healthcare. The Warranty Periods are determined as follows:

- Customer Receives A New Tube As Part Of A New System Installation: For Tubes furnished to Customer as part of a new system installation, the Warranty Period for the replacement Tube will be the full term of the warranty, as shown in the chart below.
- Customer Pays A Portion Of The Cost For The New Tube (Pro Rata Calculation Table Applies): For Tubes purchased by Customer with A PRO-RATA ALLOWANCE, the Warranty Period for the new Tube will be the full term of the warranty, as shown in the chart below.
- Customer Pays The Entire Cost For The New Tube: For Tubes purchased by Customer with NO PRO-RATA ALLOWANCE, the Warranty Period for the new Tube will be the full term of the warranty, as shown in the chart below.
- GE Healthcare Pays The Entire Cost For The New Tube: For Tubes furnished to Customer under terms of the FULL WARRANTY PERIOD, as described in the chart, the Warranty Period for the new Tube will be the unexpired term of the warranty applicable to the last Tube for which Customer paid all or a portion of the cost of that Tube. (Note that the Warranty Period is not "reset" for Tubes supplied when GE Healthcare pays the entire cost for the replacement Tube.)
- GE Healthcare Supplied Tubes Under A GE Healthcare Tube Contract: For Tubes furnished to Customer under terms of a GE Healthcare Tube contract, refer to the Tube contract terms for discussion of any warranty provisions for the Tube. (Note that in general, at Tube contract termination, GE Healthcare provides no warranty of any kind on the Tube(s) remaining in the system.)

**REMEDIES**

If, within 10 days after Tube failure, Customer notifies GE Healthcare of Customer's warranty claim during the Warranty Period, provides GE Healthcare with the information shown below, and makes the Tube available for service, GE Healthcare will, at its option, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Tube or parts of the Tube. Customer must provide GE Healthcare in writing (i) GE Healthcare's serial number of the Tube, (ii) the location and GE Healthcare's serial number of the system on which the Tube was installed, (iii) the date the Tube failed, (iv) the date the Tube was removed from service, and (v) the exposure counter reading when the Tube was removed. Warranty service will be performed as detailed below (with some types of service for a charge and other types of service on a no charge basis, as listed below) during GE Healthcare's standard service coverage hours of 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays ("Standard Coverage Hours"), and outside of Standard Coverage Hours at GE Healthcare's then-prevailing service rates (except as otherwise stated herein) and subject to the availability of personnel.

Customer must: (i) use the Tube in accordance with GE Healthcare service instructions and recommendations for the Tube and the system on which it is installed (including warm up and calibration procedures); (ii) perform preventive and corrective maintenance of the Tube utilizing maintenance procedures in accordance with GE Healthcare service instructions and recommendations and using GE Healthcare replacement parts or replacements parts of equivalent quality; and (iii) keep and make available to GE Healthcare, upon request records documenting the above maintenance.

Customer's failure to (i) properly use the Tube, (ii) perform the maintenance described above, (iii) maintain the information required above, (iv) provide the above information or any other information required by this warranty within the designated time periods, or (v) permit GE Healthcare, to verify such information during GE Healthcare's normal working hours will invalidate this warranty.

The foregoing remedies are Customer's exclusive remedies and GE Healthcare's sole liability for warranty claims. This exclusive remedy shall not have failed its essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to repair or replace defective Tubes within a commercially reasonable time after being notified of Customer's warranty claim.





## GE Healthcare

### Determining Tube Charge For Replacement Tubes

Customer will pay the price of the replacement Tube in effect on its delivery date less the applicable Pro Rata Warranty Allowance (if applicable) described in the table that follows. For the purpose of the Pro Rata Warranty Allowance, a fraction of a month less than 15 days will be disregarded, and a fraction of a month equal to or greater than 15 days will be regarded as a full month.

### Non-CT Tubes (Radiographic, Radiographic & Fluoroscopic, Vascular, and Mammographic)

For Non-CT Tubes, warranty service does not include installation of the replacement Tube in Customer's system, but upon Customer's request, GE Healthcare, will install the Tube at GE Healthcare's then-prevailing service rates. If a replacement Tube is not installed by GE Healthcare, Customer must, not later than 10 days after its installation date, provide GE Healthcare, in writing (i) GE Healthcare's serial number of the replacement Tube, (ii) the location and GE Healthcare's serial number of the system on which the replacement Tube has been installed, (iii) the date of installation, and (iv) the exposure counter reading on the installation date.

### CT Tubes Replaced During Full Warranty Period

Determining Labor Charges For Tubes Replaced During Full Warranty Period: No service charges for the installation of the replacement Tube will be billed to Customer for CT Tubes replaced during the Full Warranty Period when those Tubes are replaced during Standard Coverage Hours.

- GE Healthcare Pays The Entire Cost For The CT Tube: For CT Tubes furnished to Customer under terms of the FULL WARRANTY PERIOD as described in the chart, there is no charge to Customer for GE Healthcare installation costs for installation during Standard Coverage Hours. For services performed outside the Standard Coverage Hours, the service will be provided at GE Healthcare's prevailing service rates at the time of service, less a credit for the comparable service had it been rendered during the Standard Coverage Hours, so that Customer will pay the net difference. No refund or payment will be issued to Customer or other parties who choose to utilize either in-house or third party service providers for installation of the replacement Tube.

### CT Tubes Replaced During Pro Rata Warranty Period

Determining Labor Charges For CT Tubes Replaced During Pro Rata Warranty Period: Customer will pay GE Healthcare a service charge for the installation of the replacement CT Tube in effect on the date the service is rendered, less the applicable Pro Rata Labor Allowance. (Note that the Pro Rata Labor Allowance may be applied only to charges by GE Healthcare for GE Healthcare supplied labor.) No refund or payment will be issued to Customer or other parties who choose to utilize either in-house or third party service providers for installation of the replacement Tube. GE Healthcare will make a credit allowance at the billing rate for services performed for installation during Standard Coverage Hours. For services performed outside of Standard Coverage Hours, the service will be performed at GE Healthcare's prevailing service rates at the time of service, less a credit for the comparable service had it been rendered during Standard Coverage Hours, so that Customer will pay the net difference.

- Customer Pays A Portion Of The Cost For The Replacement Tube: For Tubes furnished to Customer with A PRO-RATA WARRANTY ALLOWANCE to correct the warranty failure, the labor allowance multiplier will be calculated at the same pro-rata rate as is applicable to the part that is being replaced or repaired. That allowance will be applied to the prevailing service rates at time of service. Customer will pay the service charge less the Pro-Rata Labor Allowance amount.

### LIMITATIONS

GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Tube in combination with any hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the Tube in a manner or environment, or for any purpose, for which GE Healthcare did not design or manufacture it, or in violation of GE Healthcare's recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Tube by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Tube to the extent it is used in any country other than the country to which GE Healthcare ships the Tube (unless GE Healthcare expressly agrees otherwise in writing).

In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to Tube Specifications that results, in whole or in part, from any improper storage or handling, failure to maintain the Tubes in the manner described in any applicable instructions or specifications or any cause external to the Tubes or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iii) expendable supply items; and (iv) stockpiling of replacement parts.



# GE Healthcare

## WARRANTY PERIODS

TUBE TYPE OR SYSTEM DESCRIPTION (a)	FULL WARRANTY PERIOD (b)	PRO RATA WARRANTY PERIOD (c)
Radiographic	30 days	
Radiographic & Fluoroscopic	30 days	24 months
Vascular		24 months
	30 days	24 months
Mammographic		
MX150 Vascular	30 days (d)	12 months
Performix 160A (MX160)	36 months	N/A
MX120 Fluoroscopic	36 months	N/A
CT Max	30 days	18 months
CT 8800/9000 Metal	4,000 slices	40,000 slices or 12 months
CT 8800/9000 Graphite	4,000 slices	40,000 slices or 12 months
GE CGR Graphite	4,000 slices	40,000 slices or 12 months
GE Technicare CT	4,000 slices	40,000 slices or 12 months
CT Pace/Sytec 2000-4000	4,000 slices	40,000 slices or 12 months
CT SRI/Synergy	5,000 slices	80,000 slices or 12 months
CT 9800 Graphite	6,000 slices	80,000 slices or 12 months
HiLight Advantage	5,000 slices	80,000 slices or 12 months
Pegasus on CT/e	5,000 slices	80,000 slices or 12 months
Pegasus on CT/e Dual	5,000 slices	50,000 slices or 12 months
ProSpeed/Sytec 6000-8000	30 days	50,000 slices or 12 months
HiSpeed Advantage on HiSpeed Advantage and CT/I	9,000 slices	110,000 slices or 12 months
Solarix on LX/I, FX/I, DX/I	9,000 slices	140,000 slices or 12 months
Solarix 630 on HiSpeed ZX/I	10,000 slices	100,000 slices or 12 months
Solarix 630 on NX/I Pro	10,000 slices	100,000 slices or 12 months
Performix-ADV on CT/I	30 days	12 months or 15,000 amp-seconds
Performix-ADV QX/I	6 months or 100,000 slices, whichever occurs first	N/A
Performix Ultra on LightSpeed 16, LightSpeed Ultra, LightSpeed Plus, LightSpeed QX/I, HiSpeed QX/I, Discovery LS, Discovery ST	6 months or 30,000 amp-seconds, whichever occurs first	N/A
	12 months or 70,000 amp-seconds, whichever occurs first	N/A
Performix Pro VCT100 on LightSpeed Pro16	12 months or 70,000 amp-seconds, whichever occurs first	N/A
Performix Pro VCT100 on LightSpeed VCT or LightSpeed VCT Select	12 months or 6,000 patient exams, whichever occurs first	N/A
Image Intensifier	30 days	24 months

### COMMENTS

(a) For actual catalog numbers, please contact your local GE Healthcare representative.

(b) Initial period of time or amount of use after warranty begins during which a full 100% warranty is provided for a Tube that fails.

(c) Maximum period of time or amount of use during which a Pro Rata Warranty Allowance is provided for a Tube that fails. The Pro Rata Warranty Allowance and the Pro Rata Labor Allowance are calculated as follows:

$$1 - \frac{\text{Number of months between date of Warranty commencement and date of failure}}{\text{Complete Warranty Time Period}} \times 100\%$$

OR

$$1 - \frac{\text{Slices Taken or Amp-Seconds}}{\text{Complete Pro Rata Warranty Slice Or Amp-Second Amount}} \times 100\%$$

The Pro Rata Warranty period ends at the expiration of the maximum time period or the maximum usage amount identified in column (c) above, whichever occurs first.

(d) Mammography tubes included with new systems have a full 12 month, non-prorated warranty. Mammography replacement tubes carry a 30 day full warranty/12 month prorated warranty.



**JEFFERS & IRELAND**

PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

55 WALLS DRIVE

FAIRFIELD, CONNECTICUT 06824

KAREN A. JEFFERS  
PAMELA T. IRELAND  
STEPHEN M. COWHERD

TINA PASSALARIS  
JASON A. MARSH  
MICHELLE S. GOGLIA

OF COUNSEL  
CAROLYN R. LINSEY

TELEPHONE (203) 259-7900  
TELECOPIER (203) 259-1070  
WWW.JEFFIRE.COM

June 12, 2006

**VIA FACSIMILE AND FEDERAL EXPRESS**

Hon. Cristine A. Vogel  
Commissioner  
Office of Health Care Access  
410 Capitol Avenue, MS#13HCA  
P. O. Box 340308  
Hartford, CT 06134-0308

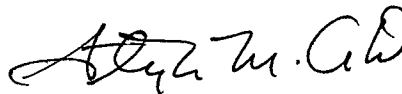
RECEIVED  
2006 JUN 13 PM 12:01  
CONNECTICUT OFFICE OF  
HEALTH CARE ACCESS

**Re: The Stamford Hospital ("TSH")  
Transfer of Ambulatory Care Clinics**

Dear Commissioner Vogel:

Enclosed please find an original and five (5) copies of TSH's Letter of Intent with respect to the above-referenced transfer of ambulatory care clinics to Optimus Healthcare, Inc. ("Optimus"). The Hospital looks forward to working with you and OHCA staff on this project. Should you have any questions, please feel free to contact me or Kathy Silard, Senior Vice President of Operations for TSH, at (203) 276-7505.

Respectfully submitted,

  
Stephen M. Cowherd

SMC:sc

Enclosures

cc: Kathleen A. Silard, TSH (via fax w/o encl.)  
David Smith, TSH (via fax w/encl.)



**State of Connecticut  
Office of Health Care Access  
Letter of Intent/Waiver Form  
Form 2030**

RECEIVED  
2006 JUN 13 PM 1:05  
CONNECTICUT OFFICE OF  
HEALTH CARE ACCESS

All Applicants must complete a Letter of Intent (LOI) form prior to submitting a Certificate of Need application, pursuant to Sections 19a-638 and 19a-639 of the Connecticut General Statutes and Section 19a-643-79 of OHCA's Regulations. Please submit this form to the Commissioner of the Office of Health Care Access, 410 Capitol Avenue, MS# 13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

**SECTION I. APPLICANT INFORMATION**

If there are more than two Applicants, please attach a separate sheet of paper and provide additional information in the format below.

	Applicant One	Applicant Two
Full legal name	The Stamford Hospital	
Doing Business As	The Stamford Hospital	
Name of Parent Corporation	Stamford Health System	
Mailing Address, if Post Office Box, include a street mailing address for Certified Mail	30 Shelburne Road, Stamford, CT 06904	
Applicant type (e.g., profit/non-profit)	Non-profit	
Contact person, including title or position	Kathleen A. Silard, Senior Vice President, Operations	Stephen M. Cowherd, Jeffers & Ireland, PC
Contact person's street mailing address	30 Shelburne Road, Stamford, CT 06904	55 Walls Drive, Fairfield, CT 06824
Contact person's phone #, fax # and e-mail address	Phone: 203-276-7505 Fax: 203-276-5529 e-mail: ksilard@stamhealth.org	Phone: 203-259-7900 Fax: 203-259-1070 e-mail: scowherd@jeffire.com

## SECTION II. GENERAL APPLICATION INFORMATION

a. Proposal/Project Title:

Transfer of Ambulatory Care Clinics

b. Type of Proposal, please check all that apply:

☒ Change in Facility (F), Service (S) or Function (Fnc) pursuant to Section 19a-638, C.G.S.:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> New (F, S, Fnc)       | <input type="checkbox"/> Replacement           | <input type="checkbox"/> Additional (F, S, Fnc)                 |
| <input type="checkbox"/> Expansion (F, S, Fnc) | <input checked="" type="checkbox"/> Relocation | <input type="checkbox"/> Service Termination                    |
| <input type="checkbox"/> Bed Addition          | <input type="checkbox"/> Bed Reduction         | <input checked="" type="checkbox"/> Change in Ownership/Control |

☐ Capital Expenditure/Cost, pursuant to Section 19a-639, C.G.S.:

☐ Project expenditure/cost cost greater than \$ 1,000,000

☐ Equipment Acquisition greater than \$ 400,000

- |                                  |   |  |
|----------------------------------|---|--|
| <input type="checkbox"/> New     | <input type="checkbox"/> Replacement        | <input type="checkbox"/> Major Medical |
| <input type="checkbox"/> Imaging | <input type="checkbox"/> Linear Accelerator |  |

☐ Change in ownership or control, pursuant to Section 19a-639 C.G.S., resulting in a capital expenditure over \$1,000,000

c. Location of proposal (Town including street address):

Current clinic locations: Leslie and Roslyn Goldstein Children's Health Center, 26 Palmers Hill Road, Stamford, CT; William Pitt Family Medicine Center and Dorothy Bennett Behavioral Health Center, 32 Strawberry Hill Avenue, Stamford, CT and the Internal Medicine and Obstetrical Center, 20 Shelburne Road, Stamford, CT. As of February, 2007 the new location for the aforementioned entities will be 1351 Washington Blvd., Stamford, CT

d. List all the municipalities this project is intended to serve:

The municipalities will reflect the Stamford Hospital's primary service area which includes Stamford and Darien.

- e. Estimated starting date for the project: Immediately upon regulatory approval.
- f. Type of project: 16 (Fill in the appropriate number(s) from page 7 of this form)

**Number of Beds (to be completed if changes are proposed)**

Type	Existing Staffed	Existing Licensed	Proposed Increase (Decrease)	Proposed Total Licensed
<i>Not Applicable</i>				

**SECTION III. ESTIMATED CAPITAL EXPENDITURE INFORMATION**

- a. Estimated Total Capital Expenditure: \$ 111,805
- b. Please provide the following breakdown as appropriate:

Construction/Renovations	\$
Medical Equipment (Purchase)	
Imaging Equipment (Purchase)	\$111,805
Non-Medical Equipment (Purchase)	
Sales Tax	
Delivery & Installation	
<b>Total Capital Expenditure</b>	<b>\$111,805</b>
Fair Market Value of Leased Equipment	
<b>Total Capital Cost</b>	<b>\$111,805</b>

**Major Medical and/or Imaging equipment acquisition:**

Equipment Type	Name	Model	Number of Units	Cost per unit
X-ray Room Equipment	Silhouette	GE	1	\$48,416
X-ray Room Equipment	X-Carbon XL Lite	Fuji	1	\$63,389

Note: Provide a copy of the contract with the vendor for major medical/imaging equipment.

See Exhibit A.

c. Type of financing or funding source (more than one can be checked):

- ☒ Applicant's Equity
 ☐ Lease Financing
 ☐ Conventional Loan  
☐ Charitable Contributions
 ☐ CHEFA Financing
 ☐ Grant Funding  
☐ Funded Depreciation
 ☐ Other (specify): \_\_\_\_\_

**SECTION IV. PROJECT DESCRIPTION**

Please attach a separate 8.5" X 11" sheet(s) of paper and provide no more than a 2 page description of the proposed project, highlighting all the important aspects of the proposed project. Please be sure to address the following (if applicable):

- Currently what types of services are being provided? If applicable, provide a copy of each Department of Public Health license held by the Petitioner.
- What types of services are being proposed and what DPH licensure categories will be sought, if applicable?
- Who is the current population served and who is the target population to be served?
- Identify any unmet need and how this project will fulfill that need.
- Are there any similar existing service providers in the proposed geographic area?
- What is the effect of this project on the health care delivery system in the State of Connecticut?
- Who will be responsible for providing the service?
- Who are the payers of this service?

## PROJECT DESCRIPTION

The Stamford Hospital ("TSH") is proposing to transfer four ambulatory care clinics to Optimus Healthcare, Inc. ("Optimus"), a federally qualified health center ("FQHC") formerly known as the Bridgeport Community Health Center. Optimus has been providing comprehensive primary and preventive care to medically underserved populations in Fairfield County since 1976 and currently operates two separate clinic locations within the City of Stamford.

Under the proposed arrangement, TSH would transfer ownership and operation of the clinics to Optimus to create an integrated primary care delivery network for uninsured and underinsured patients within the Stamford community. The transition of the four clinics to FQHC status will allow a significantly larger number of patients to benefit from enhanced programmatic offerings that Optimus will provide in collaboration with TSH and other community-based organizations. In addition, access to primary care services will be improved for these same populations as the proposal will result in the consolidation of the clinics in 41,000 square feet of newly renovated medical office space located at 1351 Washington Boulevard in Stamford.

To ensure continuity of care is maintained for patients and their families, the proposal also includes a contracting arrangement whereby the various teaching faculty and residents participating in TSH's graduate medical education (GME) programs in family medicine, internal medicine and obstetrics would continue to staff the clinics and provide primary care services on behalf of Optimus. TSH will also help fund the ongoing operations of the clinics through annual community benefit grants that will be paid to Optimus.

The four TSH clinics that would be transferred to Optimus are the Leslie and Roslyn Goldstein Children's Health Center located on Palmers Hill Road, the William Pitt Family Medicine Center and Dorothy Bennett Behavioral Health Center located at the Tully Health Center on Strawberry Hill Avenue, and the Internal Medicine and Obstetrical Center located on TSH's main campus. Each of these clinics is in need of expanded space that will be accommodated by the proposed new location which is expected to be ready for occupancy by February, 2007. Until then, each of the four clinics would remain in their present location pursuant to lease arrangements negotiated between the parties.

The proposed collaboration between TSH and Optimus is expected to improve the health care delivery system within the region by allowing clinic patients to access a variety of primary and preventive health care services in a single setting. These include the availability of discounted prescription drug pricing, asthma care through a nationally recognized pediatric program that includes diagnosis, onsite pulmonary function testing, medication management and patient education and access to health disease collaboratives, including such programs as the National Diabetes Collaborative, which aims to improve the diabetes care of its patients.



FQHCs also have access to a wide array of grant funding to support primary care and enabling services (e.g., transportation, translation, outreach, case management), planning and development of provider networks, and capital improvements to their facilities. Accordingly, the transfer of the clinics should offer additional opportunities to provide expanded services, such as dental, while simultaneously allowing the continued utilization of the centers as ambulatory care training venue for Stamford's residency programs. In addition, the proposed Washington Boulevard location will be significantly closer to major bus and rail transportation routes than the present dispersed locations of the TSH clinics.

The proposal will result in the Hospital continuing to employ the physicians and mid-level providers at the primary care clinics while Optimus will employ all other staff. Optimus is the only FQHC in Fairfield County that has been accredited by the Joint Commission on Accreditation of Healthcare Organizations and medical services at the clinics will be furnished under Optimus' existing community health center license.

In fiscal year 2005, operation of the four ambulatory care clinics resulted in combined losses for TSH of approximately \$4 million. Accordingly, transitioning the ambulatory care clinics to FQHC status under the auspices of Optimus is expected to achieve cost savings of roughly \$1 million per year.

TSH, which provided \$35.4 million in uncompensated care in FY 2005 and has experienced a 50% rise in these expenditures since FY 2002, will continue to own and operate its outpatient clinics specializing in surgery, cardiology, ophthalmology, pain management, dermatology, orthopedics, neurology and HIV therapy. In addition, the Hospital will continue to provide services to all residents of the Greater Stamford community through its emergency department, immediate care center and other inpatient and outpatient hospital services regardless of ability to pay.

No changes in TSH's current patient or payor mix is expected to occur as a result of this proposal.

# EXHIBIT A

**FUJIFILM Medical Systems USA, Inc.**

Imaging & Information Site Proposal

Prepared for:

**STAMFORD HOSPITAL**



**May 26, 2006**

**Proprietary Information**

The contents of this proposal are confidential.  
Duplication and distribution of this document without approval of  
FUJIFILM Medical Systems USA, Inc. is strictly prohibited.

**FUJIFILM MEDICAL SYSTEMS USA, INC.**

419 WEST AVENUE, SUITE 165

STAMFORD, CT 06902

203-324-2000 800-431-1850 203-251-7869 (FAX)

**Ms. Jory Betts**
**STAMFORD HOSPITAL**

190 W. BROAD STREET

STAMFORD, CT 06902

Purchasing Group: NOVATION

Date: 5/26/2006

Quote #: 0466001200600110-1

Expires: 6/25/2006

PO:

SHIPVIA	REQDELIVER	FOB	TERMS
Best Way	06/29/2006	Stamford	Custom Terms

Imaging Center

QTY	CATALOG	DESCRIPTION	NET PRICE
1	XCARBON-XL-LITE	<p>FCR Carbon XL with Lite IIP</p> <p>Carbon XL reader unit packaged with the Flash Lite IIP. The FCR Carbon XL can process up to 94 images per hour in fast scan mode, yet it's compact size makes it perfect for exam rooms or trauma bays, where quick image availability is critical. With this kind of speed, the Carbon XL also serves as a great redundancy solution during busy periods.</p> <ul style="list-style-type: none"> <li>- Cycle times of less than a minute for maximum technologist productivity</li> <li>- A simplified user interface for image processing in as few as three steps</li> <li>- Image previews as the IP is scanned for quick positioning checks before the next exam</li> <li>- Two (2) Professional Service Days are included in the package</li> <li>- Hardware includes Carbon XL reader unit for IP scanning and erasure, UPS w/surge protection &amp; power conditioning, and Flash IIP workstation</li> </ul> <p>The Flash Lite IIP is an ID and QA workstation designed with the features to enhance productivity of the exam room technologist. The package includes hardware and software components used most frequently in the exam room, such as exam selection, image preview, basic annotation and QC tools as well as DICOM connectivity to a RIS/HIS and PACS.</p> <ul style="list-style-type: none"> <li>- Perform patient ID, image processing, QA and image transmission from a single compact workstation</li> <li>- Ability to network with multiple Flash IIPs &amp; FCR readers for optimal flexibility</li> <li>- Hardware including desktop CPU (3.2GHz, 1G RAM, 80G Hdd), keyboard, barcode reader &amp; 19 in. color touch screen LCD monitor</li> <li>- Software features including <ul style="list-style-type: none"> <li>&gt; Main application software for simplified patient ID and QA</li> <li>&gt; DICOM Worklist Management for interface to RIS/HIS</li> <li>&gt; DICOM CR Store for connectivity to PACS</li> <li>&gt; QC adjustments including exam reprocessing, sensitivity, latitude, density and contrast</li> <li>&gt; MFP (Multi Frequency Processing) - advanced image processing which optimizes edge and gray scale enhancement of multiple frequencies within an image, simultaneously, for improved visibility of both dense and peripheral tissue</li> <li>&gt; FNC (Flexible Noise Control) - advanced image processing for intelligent suppression of noise without loss of diagnostic information or sharpness</li> <li>&gt; Technologist editing tools such as automatic and manual Shutters (black borders) and movable annotation markers</li> <li>&gt; Basic security features - customizable technologist log in/log out &amp; user restrictions</li> <li>&gt; Statistical Analysis reporting - Text file download of patient image database, including reason for image rejection coding, for reject or other performance analyses</li> <li>&gt; Synapse Web Query Shortcut - opens Fuji PACS browser without closing IIP application to enable viewing of a patient's prior exams on the IIP. Only compatible with Fuji Synapse PACS</li> </ul> </li> </ul>	\$55,770.00
1	XCARBON-CART-S	<p>Single cassette reader cart (size: small, color: black)</p> <p>Heavy duty engineered medical furniture provides space-saving workstation, countertop space and cassette holder storage for the FCR &amp; Carbon single cassette readers. Compact Stationary Rack design allows convenient placement of the computer workstation at just the right height above the reader. Includes a swivel mount for the monitor, a convenient CPU tuck-away area, a spacious countertop for the keyboard, mouse and barcode reader, and two convenient side-mounted cassette holders (right or left mounted).</p>	\$975.00
1	XSAUTOEXAM	<p>Auto Exam Select enables mapping of RIS/HIS exam codes to Fuji MPM codes for automatic transfer of exam information the CR reader. This feature is an excellent workflow-enhancing tool, as it enables transfer of a patient's ordered exam(s) with name from RIS/HIS. Can be used with or without Study Group option. One license is required for each set of RIS/HIS exam codes mapped to Fuji MPM codes.</p>	\$1,950.00
1	XFREETEXT	<p>Ideal for technologists who need to quickly and easily add comments to the digital image. Free text annotation software enables users to type comments and input them into an image.</p>	\$357.50
1	X-BCR-HLDR-D	<p>BARCODE SCANNER HOLDER - DESKTOP</p> <p>Custom barcode holder to support Fuji CR barcode scanners. This model resides on a desktop, giving technologists the freedom to identify IPs/cassettes without interrupting workflow to pick up the barcode reader.</p>	\$29.90

**FUJIFILM MEDICAL SYSTEMS USA, INC.**

419 WEST AVENUE, SUITE 165

STAMFORD, CT 06902

203-324-2000 800-431-1850 203-251-7869 (FAX)

**Ms. Jory Betts****STAMFORD HOSPITAL**

190 W. BROAD STREET

STAMFORD, CT 06902

Purchasing Group: NOVATION

Date: 5/26/2006

Quote #: 0466001200600110-1

Expires: 6/25/2006

PO:

3	XCASS-14X17-CC	14X17 CASSETTE TYPE CC	\$1,657.50
3	XCASS-10X12-CC	10X12 CASSETTE TYPE CC	\$1,072.50

**Sub-Totals for: Unassigned**

Sub-Total Net Price: \$61,812.40

**Total System Net Price: \$61,812.40****OTHER ITEMS**

QTY	CATALOG	DESCRIPTION	NET PRICE
1	FREIGHT	Freight	\$0.00

**Sub-Totals for: Unassigned**

Sub-Total Net Price: \$0.00

**Total Order Net Price: \$61,812.40****OPTIONAL ITEMS**

QTY	CATALOG	DESCRIPTION	NET PRICE
1	R230147ST6-SPKG	14 X 17 ST VI IMAGING PLATE SINGLE PKG	\$487.50
1	R230102ST6-SPKG	10 X 12 ST VI IMAGING PLATE SINGLE PKG	\$276.25
1	XDICOMPRINT710	Enables DICOM Print function from the Flash IIP workstations (7-10 License).	\$812.50

**Sub-Totals for: Unassigned**

Sub-Total Net Price: \$1,576.25

**Total Optional Items Net Price: \$1,576.25****Total Order Net Price Including Optional Items: \$63,388.65****NOTES:**

1. All applicable sales/use taxes will be additional.
2. Terms: 20% down payment, 70% upon delivery; Balance due on installation completion. Installation to be scheduled upon receipt of delivery payment.
3. Warranty: Twelve months parts and labor during normal working hours and an additional 12 months warranty with no charge service purchase order. Twenty four months warranty on imaging plates and cassettes.
4. A yearly service agreement for the equipment above (less certain accessories) is offered with the accompanying FMSU Service Agreement document.
5. Site preparation and interconnecting cables are the responsibility of the customer.
6. It is the customer's responsibility to schedule and pay for an OEM Service Engineer to be present at installation to configure each OEM modality to be connected to the Fuji print network.

**Bill To:****STAMFORD HOSPITAL**

190 W. BROAD STREET

STAMFORD, CT 06902

**Ship To:**

Submitted By: Paul Carbo

Customer Signature:

Approved By: Mary Ellen Egan

Title:

Date:

## STANDARD CONDITIONS OF SALE

Applicable To All Sales by FUJIFILM MEDICAL SYSTEMS USA, INC.

Herein referred to As The Company.

1. This quotation is subject to withdrawal or changes upon notice at any time prior to acceptance of an order, and is valid for the length of time specified, all previous agreements relating to the subject matter hereof. Acceptance of this proposal is expressly limited to the terms and conditions contained herein and any additional or different terms or conditions contained in Buyer's order or response hereto shall be of no effect nor in any circumstances binding upon the Seller. Buyer will be deemed to have assented to all terms and conditions contained herein if any part of the described merchandise is accepted.
2. Prices stated herein shall be subject to adjustment to the Company's prices in effect at the time of shipment.
3. Shipping dates are approximate and are based upon prompt receipt of all necessary information. The company shall be liable for general, but not for special or consequential damages, caused by delay in delivery or failure to manufacture, when due to its fault or negligence. The Company shall not be liable for delays in delivery, or failure to manufacture, due to cause beyond its reasonable control, such as acts of God, acts of the Buyer, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riot, delays in transportation, car shortage and inability due to causes beyond its reasonable control to obtain necessary labor, materials, components, manufacturing facilities, or any other commercial impracticability. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. In the event of a product shortage, the Company shall have the right to allocate its available products among its customers in such a manner as the Company may consider equitable.
4. If the financial condition of the Buyer at any time is such as to give the Company, in its judgment, reasonable grounds for insecurity concerning the Buyer's ability to perform his obligations under this contract, the Company may require full or partial payment in advance and suspend any further deliveries (or continuance of the work to be performed by the Company) until such payment has been received. Failure to furnish such payment within 10 days of demand by the Company shall constitute a repudiation of the contract and in such event the Company shall be entitled to receive reimbursement for its reasonable and proper cancellation charges. Payment shall become due in accordance with the payment terms on the face hereof. All deferred payment plans (notes or otherwise) must be accompanied by a suitable security agreement acceptable to the Company. If the Buyer delays shipments, such payment shall become due from the date when the Company is prepared to make shipment. If the Buyer delays manufacture, payment shall be made based on the contract price and the percentage of completion. Equipment held for the Buyer shall be at the risk and expense of the Buyer.
5. The Buyer shall assume all transportation charges from the F.O.B. point shown on the face hereof. Nevertheless, until installation of the apparatus sold hereunder or pro-rata payments received for apparatus shipped, title thereto, the right of possession and the risk of loss (except loss caused by the negligence of the Buyer) shall remain with the Company and such apparatus shall remain personal property. Upon either installation, or upon shipment and receipt of pro-rata payments, whichever occurs first, title pro tanto and risk of loss shall pass to the Buyer, but the Company shall retain a security title and the right to possession and the apparatus shall remain personal property until all payments hereunder (including deferred payments whether evidenced by note or otherwise) shall have been made in full in cash. The Buyer agrees to do all acts necessary to perfect and maintain such title and right in the Company.
6. The Company's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the prices specified here in, the amount of any present future or sales, use, excise or other similar tax applicable to the manufacture, sale, or use of the products hereunder, shall be paid by the Buyer as a part of said price, or in lieu thereof the Purchase shall provide the Company with a tax-exemption certificate acceptable to the taxing authorities.
7. Unless otherwise specified in writing, the Company will assemble the apparatus covered herein (with the exception of certain supply and accessory items such as light proof shades, tanks, cassette pass boxes, etc.) and will connect the same to the safety switches or electrical outlets to be provided and installed by the Buyer. If for any reason such as assembly of electrical connections, hereinafter referred to as the installation of the apparatus, are made by other than the Company's own employees, any additional charge for the cost of such outside labor must be borne by the Buyer. It is understood that proper electrical current for operation of the apparatus will be brought to the safety switches and outlets by the Buyer and the Buyer will supply all of the necessary conduits, wiring, Unistrut steel or similar support in the ceiling, plumbing, carpentry, construction work and rigging required for making the installation. It is further understood that should anything additional be required for making the installation, it shall be supplied by the Buyer at the Buyer's cost.

Where any part of the payment is dependent upon installation of the apparatus and installation is delayed for any reason for which the Company is not responsible, the

10th day from the date of delivery to the Buyer shall be considered as the day of completion of the installation and the terms of payment, and the warranty, shall apply as of that date.

9. The Company makes the following warranties with respect to x-ray and electro medical or NDT apparatus sold by it to the Buyer and no other warranties, except of title, shall be implied.

A) New apparatus shall be free from defects in material or workmanship for a period of twelve months from the date of original installation.

B) Used apparatus shall be in good operating condition at the date of installation and for a period of 60 days from such date.

New x-ray tubes and valve tubes, incorporated in or supplied with either new or used apparatus are not warranted hereunder but are covered by the Company's standard tube and kenotron warranty applicable thereto in effect on the date hereof. No warranties either expressed or implied shall apply to new or used glassware and batteries or used evacuate devices. If any defect in material or workmanship appears in a new apparatus or if any used apparatus fails to operate within the period of time specified above, the Buyer shall notify the Company immediately and the company shall thereupon correct the defect by repairing the defective part or by supplying a replacement therefore at the Company's expense. The conditions of any test shall be mutually agreed upon and the Company shall be notified of, and may be represented at, all tests that may be made. The liability of the Company, except as to title, arises out of the supplying of said apparatus, or its use, whether on warranty or otherwise, shall be limited to the correction of defects as aforesaid and upon the expiration of the respective warranty periods all such liability shall terminate. Any claim asserted under this warranty must be commenced within 12 months from the date of purchase. In no event shall the Company be liable for consequential or special damages. There are no warranties which extend beyond the foregoing on the face hereof and such warranties shall constitute sole and exclusive liability of the Company in connection with any product sold by the Company and is exclusive and in lieu of any other warranties, express, implied or statutory, including the warranty of merchantability, and all other obligations or liabilities, either in contract or in tort, of the Company. The Company neither assumes, nor authorizes any person to assume for it, any other obligation or liability in connection with any product sold by the Company. The Company does not warrant that the described merchandise is delivered free of the rightful claim of any third party by way of infringement, or the like. In no merchandise is delivered free of the rightful claim of any third party by way of infringement, or the like. In no event shall the Company be liable for specific or consequential damages, or for any delay in the performance of this warranty due to causes beyond its control. The foregoing shall constitute the sole remedy of the Buyer.

10. Imaging Plates are warranted to be free from defects in material or workmanship for a period of twelve months from date of original purchase. This warranty does not include physical damage such as scratches, gouges, pressure marks from heavy components, or defects caused by the introduction of foreign material or objects into the CR reader or CR cassettes.
11. Any introduction of unauthorized software to any CPU that makes up the product without express written permission may invalidate the warranty for this system. The Company reserves the right to make this determination at time of repair or correction. Any service calls during or after the aforementioned warranty period to correct or otherwise repair any issue related to this unauthorized software installation may be charged to the Buyer of said system at the sole discretion of the Company, at our prevailing service rates.
12. The Company shall defend any suit or proceeding brought against the Buyer so far as based on a claim that any product, or any parts thereof furnished under this quotation constitute an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Company's expense) for the defense of same, and the Company shall pay all damages and costs awarded therein against the Buyer. In case said products, or any parts thereof, are in such suit held to constitute infringement and the use of said products or parts are enjoined, the Company shall, at its own expense and option, either procure for the Purchase or the right to continue using said products or parts; or replace the same with non-infringing products or parts; or modify it so it becomes non-infringing; or remove said products or parts and refund the purchase price and the transportation costs thereof. The foregoing states the entire liability of the Company for patent infringement by said product or any parts thereof.
13. This instrument constitutes the entire and only agreement between the parties hereto, and any representation, affirmation of fact, and course of prior dealing promise or condition in connection therewith or usage or the trade not incorporated herein shall not be binding on either party. No waiver, alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by the specifically authorized representative of the Company.

FujiFilm Medical Systems USA, Inc

Page 1 of 1

# GE Healthcare

Stamford Hospital  
142 West Broad Street  
Stamford, CT 06901  
Attention: David Sack

Date: June 06, 2006

GCKC9DA

This agreement is by and between the customer and the GE Healthcare entity (referred to herein as "GE Healthcare"), each as identified in the applicable signature block below. GE Healthcare agrees to provide and customer agrees to pay for the products and/or services set forth in this agreement, all in accordance with the terms and conditions set forth herein. This agreement is comprised of:

- 1) This GE Healthcare Quotation (together with any applicable schedules referred to herein) that identifies the product and/or service offerings purchased or licensed by customer;
- 2) The attached (i) GE Healthcare Warranty documentation, (ii) GE Healthcare Additional Terms and Conditions documentation and (iii) GE Healthcare Statement of Service Deliverables documentation, as applicable; and
- 3) The attached GE Healthcare Standard Terms and Conditions - Sales and Service.

In the event of conflict among the foregoing items, the order of precedence is as numbered above. This agreement constitutes the complete agreement of the parties relating to GE Healthcare's delivery of the products and/or services identified in the GE Healthcare Quotation and supercedes all prior oral or written proposals, statements, agreements, commitments, or understandings with respect to the matters provided for herein.

CIF, per attached standard Terms and Conditions - Sales and Service.

August 06, 2006

10% Down with order, 70% Due on delivery of major components and prior to installation, Balance due upon completion of installation and/or availability for first use.

• Contract Price Protection:

12 months from date of contract execution, subject to increase by .5% per month after such 12 month period

Each party has caused this agreement to be executed by its duly authorized representative as of the date set forth below.

GENERAL ELECTRIC COMPANY:  
by and through its GE Healthcare  
business

\_\_\_\_\_  
Michael Barron  
Sales Representative  
GE Healthcare  
3200 N. Grandview Boulevard  
Waukesha, WI 53188 (WT-897)  
Phone: (508) 870-5232

• Accepted By:

\_\_\_\_\_  
Date

• Credit Approval By:

\_\_\_\_\_  
Date

BUYER:  
Stamford Hospital

• Agreed To By:

\_\_\_\_\_  
Authorized Customer                      Date  
Representative

\_\_\_\_\_  
Title



# GE Healthcare

Stamford Hospital  
142 West Broad Street  
Stamford, CT 06901  
Attention: David Sack

## Quotation

Date: June 06, 2006

GCKC9DA

QTY	CATALOG	DESCRIPTION	PRICE
Clinical Silhouette-VR System			
<b>Base System</b>			
1	S3916JB	Silhouette VR - 50kW System	
		o Integrated Tube Stand	
		o 4-Way Floating Top Table	
		o Cassette Holder With Fixed Grid	
		o Console With APR and Mounts (Wall, Desk and Pedestal)	
		o X-Ray Tube (RAD-12) and Collimator	
		o Cables	
1	S3916JD	Wall Stand with 180cm Focus Grid	
<b>Options and Accessories</b>			
1	S3916JH	Lateral Cassette Holder	
<b>Other</b>			
1	W0200RA	2 Days TiP Onsite Training Vascular Packages	
		One 2 day TiP onsite visit for vascular packages on Precision MPi, Precision RXi, or Precision 500D.	
		Includes T&L expenses. Days provided consecutively.	
TOTAL NET EQUIPMENT SELLING PRICE			48,416.00
<hr/>			
10% Down with order			4,841.60
70% Due on delivery of major components and prior to installation			33,891.20
Balance due upon completion of installation and/or availability for first use			9,683.20
<hr/>			





**WARRANTY SCOPE**

These warranties cover each GE Healthcare X-ray or image intensifier tube ("Tube") listed in the GE Healthcare Quotation. This warranty statement incorporates GE Healthcare's Standard Terms and Conditions – Sales and Services (GE Healthcare TC3.22.05REV).

GE Healthcare warrants that, starting with the Warranty Commencement Date and for the Warranty Period (as defined below): (i) the Tube will be free from defects in title, material and workmanship under normal use and service and (ii) except for Tubes manufactured in compliance with Customer's designs or specifications, the Tube will perform substantially in accordance with GE Healthcare's written technical specifications for the Tube (as such specifications exist on the date the Tube is shipped) ("Tube Specifications"). This warranty statement defines GE Healthcare's warranty obligations for both parts and labor and is available only to end-users that purchase Tubes from GE Healthcare or its authorized distributors. The Warranty Period for all warranties, except the warranty of title and the Patent and Copyright Warranty, is limited in time as shown below.

**WARRANTY COMMENCEMENT DATE AND WARRANTY PERIODS****Determining Warranty Periods For Tubes**

The Warranty Period start date ("Warranty Commencement Date") for Tubes supplied as part of a new system installation will be the system installation date. The Warranty Commencement Date for replacement Tubes is determined by (i) the date GE Healthcare installs the Tube or (ii) if the date of installation is unknown, then the date of GE Healthcare's invoice to Customer or GE Healthcare's authorized distributor, as applicable, and in all cases not later than six (6) months following shipment of the Tube by GE Healthcare. The Warranty Periods are determined as follows:

- Customer Receives A New Tube As Part Of A New System Installation: For Tubes furnished to Customer as part of a new system installation, the Warranty Period for the replacement Tube will be the full term of the warranty, as shown in the chart below.
- Customer Pays A Portion Of The Cost For The New Tube (Pro Rata Calculation Table Applies): For Tubes purchased by Customer with A PRO-RATA ALLOWANCE, the Warranty Period for the new Tube will be the full term of the warranty, as shown in the chart below.
- Customer Pays The Entire Cost For The New Tube: For Tubes purchased by Customer with NO PRO-RATA ALLOWANCE, the Warranty Period for the new Tube will be the full term of the warranty, as shown in the chart below.
- GE Healthcare Pays The Entire Cost For The New Tube: For Tubes furnished to Customer under terms of the FULL WARRANTY PERIOD, as described in the chart, the Warranty Period for the new Tube will be the unexpired term of the warranty applicable to the last Tube for which Customer paid all or a portion of the cost of that Tube. (Note that the Warranty Period is not "reset" for Tubes supplied when GE Healthcare pays the entire cost for the replacement Tube.)
- GE Healthcare Supplied Tubes Under A GE Healthcare Tube Contract: For Tubes furnished to Customer under terms of a GE Healthcare Tube contract, refer to the Tube contract terms for discussion of any warranty provisions for the Tube. (Note that in general, at Tube contract termination, GE Healthcare provides no warranty of any kind on the Tube(s) remaining in the system.)

**REMEDIES**

If, within 10 days after Tube failure, Customer notifies GE Healthcare of Customer's warranty claim during the Warranty Period, provides GE Healthcare with the information shown below, and makes the Tube available for service, GE Healthcare will, at its option, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Tube or parts of the Tube. Customer must provide GE Healthcare in writing (i) GE Healthcare's serial number of the Tube, (ii) the location and GE Healthcare's serial number of the system on which the Tube was installed, (iii) the date the Tube failed, (iv) the date the Tube was removed from service, and (v) the exposure counter reading when the Tube was removed. Warranty service will be performed as detailed below (with some types of service for a charge and other types of service on a no charge basis, as listed below) during GE Healthcare's standard service coverage hours of 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays ("Standard Coverage Hours"), and outside of Standard Coverage Hours at GE Healthcare's then-prevailing service rates (except as otherwise stated herein) and subject to the availability of personnel.

Customer must: (i) use the Tube in accordance with GE Healthcare service instructions and recommendations for the Tube and the system on which it is installed (including warm up and calibration procedures); (ii) perform preventive and corrective maintenance of the Tube utilizing maintenance procedures in accordance with GE Healthcare service instructions and recommendations and using GE Healthcare replacement parts or replacements parts of equivalent quality; and (iii) keep and make available to GE Healthcare, upon request records documenting the above maintenance.

Customer's failure to (i) properly use the Tube, (ii) perform the maintenance described above, (iii) maintain the information required above, (iv) provide the above information or any other information required by this warranty within the designated time periods, or (v) permit GE Healthcare, to verify such information during GE Healthcare's normal working hours will invalidate this warranty.

The foregoing remedies are Customer's exclusive remedies and GE Healthcare's sole liability for warranty claims. This exclusive remedy shall not have failed its essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to repair or replace defective Tubes within a commercially reasonable time after being notified of Customer's warranty claim.



# GE Healthcare

## Determining Tube Charge For Replacement Tubes

Customer will pay the price of the replacement Tube in effect on its delivery date less the applicable Pro Rata Warranty Allowance (if applicable) described in the table that follows. For the purpose of the Pro Rata Warranty Allowance, a fraction of a month less than 15 days will be disregarded, and a fraction of a month equal to or greater than 15 days will be regarded as a full month.

### Non-CT Tubes (Radiographic, Radiographic & Fluoroscopic, Vascular, and Mammographic)

For Non-CT Tubes, warranty service does not include installation of the replacement Tube in Customer's system, but upon Customer's request, GE Healthcare, will install the Tube at GE Healthcare's then-prevailing service rates. If a replacement Tube is not installed by GE Healthcare, Customer must, not later than 10 days after its installation date, provide GE Healthcare, in writing (i) GE Healthcare's serial number of the replacement Tube, (ii) the location and GE Healthcare's serial number of the system on which the replacement Tube has been installed, (iii) the date of installation, and (iv) the exposure counter reading on the installation date.

### CT Tubes Replaced During Full Warranty Period

Determining Labor Charges For Tubes Replaced During Full Warranty Period: No service charges for the installation of the replacement Tube will be billed to Customer for CT Tubes replaced during the Full Warranty Period when those Tubes are replaced during Standard Coverage Hours.

- GE Healthcare Pays The Entire Cost For The CT Tube: For CT Tubes furnished to Customer under terms of the FULL WARRANTY PERIOD as described in the chart, there is no charge to Customer for GE Healthcare installation costs for installation during Standard Coverage Hours. For services performed outside the Standard Coverage Hours, the service will be provided at GE Healthcare's prevailing service rates at the time of service, less a credit for the comparable service had it been rendered during the Standard Coverage Hours, so that Customer will pay the net difference. No refund or payment will be issued to Customer or other parties who choose to utilize either in-house or third party service providers for installation of the replacement Tube.

### CT Tubes Replaced During Pro Rata Warranty Period

Determining Labor Charges For CT Tubes Replaced During Pro Rata Warranty Period: Customer will pay GE Healthcare a service charge for the installation of the replacement CT Tube in effect on the date the service is rendered, less the applicable Pro Rata Labor Allowance. (Note that the Pro Rata Labor Allowance may be applied only to charges by GE Healthcare for GE Healthcare supplied labor.) No refund or payment will be issued to Customer or other parties who choose to utilize either in-house or third party service providers for installation of the replacement Tube. GE Healthcare will make a credit allowance at the billing rate for services performed for installation during Standard Coverage Hours. For services performed outside of Standard Coverage Hours, the service will be performed at GE Healthcare's prevailing service rates at the time of service, less a credit for the comparable service had it been rendered during Standard Coverage Hours, so that Customer will pay the net difference.

- Customer Pays A Portion Of The Cost For The Replacement Tube: For Tubes furnished to Customer with A PRO-RATA WARRANTY ALLOWANCE to correct the warranty failure, the labor allowance multiplier will be calculated at the same pro-rata rate as is applicable to the part that is being replaced or repaired. That allowance will be applied to the prevailing service rates at time of service. Customer will pay the service charge less the Pro-Rata Labor Allowance amount.

## LIMITATIONS

GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Tube in combination with any hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the Tube in a manner or environment, or for any purpose, for which GE Healthcare did not design or manufacture it, or in violation of GE Healthcare's recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Tube by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Tube to the extent it is used in any country other than the country to which GE Healthcare ships the Tube (unless GE Healthcare expressly agrees otherwise in writing).

In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to Tube Specifications that results, in whole or in part, from any improper storage or handling, failure to maintain the Tubes in the manner described in any applicable instructions or specifications or any cause external to the Tubes or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iii) expendable supply items; and (iv) stockpiling of replacement parts.



# GE Healthcare

## WARRANTY PERIODS

TUBE TYPE OR SYSTEM DESCRIPTION (a)	FULL WARRANTY PERIOD (b)	PRO RATA WARRANTY PERIOD (c)
Radiographic	30 days	24 months
Radiographic & Fluoroscopic	30 days	24 months
Vascular	30 days	24 months
Mammographic	30 days (d)	12 months
MX150 Vascular	36 months	N/A
Performix 160A (MX160)	36 months	N/A
MX120 Fluoroscopic	30 days	18 months
CT Max	4,000 slices	40,000 slices or 12 months
CT 8800/9000 Metal	4,000 slices	40,000 slices or 12 months
CT 8800/9000 Graphite	4,000 slices	40,000 slices or 12 months
GE CGR Graphite	4,000 slices	40,000 slices or 12 months
GE Technicare CT	4,000 slices	40,000 slices or 12 months
CT Pace/Sytec 2000-4000	5,000 slices	80,000 slices or 12 months
CT SRi/Synergy	6,000 slices	80,000 slices or 12 months
CT 9800 Graphite	5,000 slices	80,000 slices or 12 months
HiLight Advantage	5,000 slices	80,000 slices or 12 months
Pegasus on CT/e	5,000 slices	50,000 slices or 12 months
Pegasus on CT/e Dual	30 days	50,000 slices or 12 months
ProSpeed/Sytec 6000-8000	9,000 slices	110,000 slices or 12 months
HiSpeed Advantage on HiSpeed Advantage and CT/I	9,000 slices	140,000 slices or 12 months
Solarix on LX/I, FX/I, DX/I	10,000 slices	100,000 slices or 12 months
Solarix 630 on HiSpeed ZX/I	10,000 slices	100,000 slices or 12 months
Solarix 630 on NX/I Pro	30 days	12 months or 15,000 amp-seconds
Performix-ADV on CT/I	6 months or 100,000 slices, whichever occurs first	N/A
Performix-ADV QX/i	6 months or 30,000 amp-seconds, whichever occurs first	N/A
Performix Ultra on LightSpeed 16, LightSpeed Ultra, LightSpeed Plus, LightSpeed QX/I, HiSpeed QX/I, Discovery LS, Discovery ST	12 months or 70,000 amp-seconds, whichever occurs first	N/A
Performix Pro VCT100 on LightSpeed Pro16	12 months or 70,000 amp-seconds, whichever occurs first	N/A
Performix Pro VCT100 on LightSpeed VCT or LightSpeed VCT Select	12 months or 6,000 patient exams, whichever occurs first	N/A
Image Intensifier	30 days	24 months

### COMMENTS

(a) For actual catalog numbers, please contact your local GE Healthcare representative.

(b) Initial period of time or amount of use after warranty begins during which a full 100% warranty is provided for a Tube that fails.

(c) Maximum period of time or amount of use during which a Pro Rata Warranty Allowance is provided for a Tube that fails. The Pro Rata Warranty Allowance and the Pro Rata Labor Allowance are calculated as follows:

$$1 - \frac{\text{Number of months between date of Warranty commencement and date of failure}}{\text{Complete Warranty Time Period}} \times 100\%$$

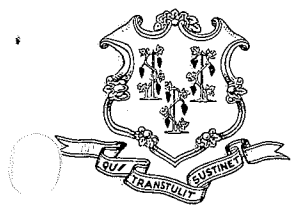
OR

$$1 - \frac{\text{Slices Taken or Amp-Seconds}}{\text{Complete Pro Rata Warranty Slice Or Amp-Second Amount}} \times 100\%$$

The Pro Rata Warranty period ends at the expiration of the maximum time period or the maximum usage amount identified in column (c) above, whichever occurs first.

(d) Mammography tubes included with new systems have a full 12 month, non-prorated warranty. Mammography replacement tubes carry a 30 day full warranty/12 month prorated warranty.





# STATE OF CONNECTICUT

## OFFICE OF HEALTH CARE ACCESS

M. JODI RELL  
GOVERNOR

CRISTINE A. VOGEL  
COMMISSIONER

June 22, 2006

Kathleen Silard  
Senior Vice President, Operations  
The Stamford Hospital  
Shelburne Road  
Box 9317  
Stamford, CT 06904

RE: Certificate of Need Application Forms, Docket Number 06-30764-CON  
The Stamford Hospital  
Change of Ownership of Clinics

Dear Ms. Silard:

Enclosed are the application forms for Stamford Hospital, The's Certificate of Need ("CON") proposal for the Change of Ownership of Clinics with an associated capital expenditure of \$111,805. According to the parameters stated in Section 19a-638 of the Connecticut General Statutes the CON application may be filed between August 12, 2006, and October 11, 2006.

**When submitting your CON Application, please paginate and date each page contained in your submission. In addition, please submit one (1) original and five hard copies; as well as a scanned copy of the complete Application, including all attachments, on CD or Diskette. OHCA requests a copy of the submission be in MS Word format and the scanned copy be in Adobe format. Please submit the Financial Attachment and other data as appropriate in MS Excel format.**

The analyst assigned to the CON application is Steven W. Lazarus. Please feel free to contact him at (860) 418-7012, if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kimberly Martone".

Kimberly Martone  
Certificate of Need Supervisor

Enclosures

**AFFIDAVIT**

I, \_\_\_\_\_,

of (Name of authorized representative) (Title)

the facility named and described above, being duly sworn, depose and state that said facility

complies with all of the criteria: (check only one)

\_\_\_ stated in Section 3 of P.A. 98-150 and Section 19a-490a of the Connecticut General Statutes (FQHC/CHC)

\_\_\_ stated in Section 3 of P.A. 98-150 (school-based clinic)

\_\_\_ stated in Section 6 of P.A. 98-150 (Year 2000 compliance Waiver)

\_\_\_ stated in Section 7 of P.A. 98-150 (Replacement equipment Waiver).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State of Connecticut

County of \_\_\_\_\_ ss \_\_\_\_\_,  
Town Date

\_\_\_\_\_ personally appeared before me and made oath to the truth of  
(Name of authorized representative) the statement above.

- ☐ Notary Public  
☐ Justice of the Peace  
☐ Town Clerk  
☐ Commissioner of the Superior Court

My commission expires: \_\_\_\_\_

## GENERAL AFFIDAVIT

Applicant: \_\_\_\_\_

Project Title: \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_  
(Name) (Position – CEO or CFO)

of \_\_\_\_\_ being duly sworn, depose and state that the (Facility Name) said facility complies with the appropriate and applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subscribed and sworn to before me on \_\_\_\_\_

\_\_\_\_\_  
Notary Public/Commissioner of Superior Court

My commission expires: \_\_\_\_\_

**AFFIDAVIT**

I, \_\_\_\_\_,

of (Name of authorized representative) (Title)

the facility named and described above, being duly sworn, depose and state that said facility complies with all of the criteria: (check only one)

\_\_\_ stated in Section 3 of P.A. 98-150 and Section 19a-490a of the Connecticut General Statutes (FQHC/CHC)

\_\_\_ stated in Section 3 of P.A. 98-150 (school-based clinic)

\_\_\_ stated in Section 6 of P.A. 98-150 (Year 2000 compliance Waiver)

\_\_\_ stated in Section 7 of P.A. 98-150 (Replacement equipment Waiver).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State of Connecticut

County of \_\_\_\_\_ ss \_\_\_\_\_  
Town Date

\_\_\_\_\_ personally appeared before me and made oath to the truth of  
(Name of authorized representative) the statement above.

☐

Notary Public

☐

Justice of the Peace

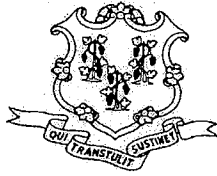
☐

Town Clerk

☐

Commissioner of the Superior Court

My commission expires: \_\_\_\_\_



## **State of Connecticut Office of Health Care Access Certificate of Need Application**

Please complete all questions. If any question is not relevant to your project, Not Applicable may be an acceptable response. Your Certificate of Need application will be eligible for submission no earlier than August 12, 2006, and may be submitted no later than October 11, 2006. The Analyst assigned to your application is Steven W. Lazarus and he may be reached at the Office of Health Care Access at (860) 418-7012.

**Docket Number:** 06-30764-CON

**Applicant(s) Name:** The Stamford Hospital

**Contact Person:** Kathleen Silard  
**Contact Title:** Senior Vice President, Operations  
The Stamford Hospital

**Contact Address:** Shelburne Road  
Box 9317  
Stamford, CT 06904

**Project Location:** Stamford

**Project Name:** Change of Ownership of Four Ambulatory Care Clinics

**Type proposal:** Section 19a-638

**Est. Capital Expenditure:** \$111,805



**1. Facility Services**

What services are currently offered at the proposed four (4) ambulatory clinics (by clinic location).

Services:

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**2. State Health Plan:** No questions at this time.

**3. Applicant's Long Range Plans**

Is this application consistent with each Applicant's long-range plan?

☐ Yes ☐ No

If "No" is checked, please provide an explanation.

**4. Clear Public Need**

A. Explain how it was determined there was a need to sell the proposed ambulatory clinics.

- i) Provide the following information for the four ambulatory clinics (by clinic location):
  - a) The current and proposed primary and secondary service area towns
  - b) The unit of service (i.e. patient days, procedures, visits, etc.) for the past three fiscal years.
  - c) List of proposed services by clinic location.
- ii) What will be the effect of your proposal on existing providers (i.e. patient volume, financial stability, quality of care, etc.)?

B. Will your proposal remedy any of the following barriers to access? Please provide an explanation.

- |  |   |
|--|---|
| <input type="checkbox"/> Cultural          | <input type="checkbox"/> Transportation         |
| <input type="checkbox"/> Geographic        | <input type="checkbox"/> Economic               |
| <input type="checkbox"/> None of the above | <input type="checkbox"/> Other (Identify) _____ |

If you checked other than None of the above, please provide an explanation.

C. Provide copies of any of the following plans, studies or reports related to your proposal:

- ☐ Epidemiological studies ☐ Needs assessments
- ☐ Public information reports ☐ Market share analysis
- ☐ Other (Identify) \_\_\_\_\_
- ☐ None: *explain* why no reports, studies or market share analysis was undertaken related to the proposal:

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iii) Provide the information as outlined in the following table concerning the existing providers' (in the Applicant(s) PSA & SSA) current operations:

**Primary Service Area:**

Legal Name of Provider	Similar Services Provided? (Y/N)	Affiliated Physicians

**Secondary Service Area:**

Legal Name of Provider	Similar Services Provided? (Y/N)	Affiliated Physicians

## 5. Quality Measures

- A. Submit a list of **all** key professional and administrative personnel, including the Applicants' Chief Executive Officer (CEO) and Chief Financial Officer (CFO), Medical Director, physicians, nurses, etc., related to the proposal and a copy of their Curriculum Vitae.

**Note:** For physicians, please provide a list of hospitals where the physicians have admitting privileges.

- B. Provide a copy of the most recent inspection reports and/or certificates for the SNF facility:

- |   |   |
|---|---|
| <input type="checkbox"/> DPH                  | <input type="checkbox"/> JCAHO  |
| <input type="checkbox"/> Fire Marshall Report | <input type="checkbox"/> Other States Health Dept.<br>Reports (new out-of-state<br>providers) |
| <input type="checkbox"/> AAAHC                | <input type="checkbox"/> AAAASF   |
| <input type="checkbox"/> Other: _____         |   |

**Note:** Above referenced acronyms are defined below. <sup>1</sup>

- C. Provide copies of any Quarterly Action Reports, Consent Decrees or Statement of Charges against the Applicants, their physicians and any staff related to their facilities, for the past five (5) years.
- D. Provide a copy of any plan of action which has been formulated to address the above action against the Applicants, their physicians working at the facility and/or any staff related to their facilities.
- E. Provide a copy of the four ambulatory clinics Quality Assurance plan.

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<sup>1</sup> DPH – Department of Public Health; JCAHO – Joint Commission on Accreditation of Hospitals Organization; AAAHC – Accreditation Association for Ambulatory Health Care, AAAASF – American Association for Accreditation of Ambulatory Surgery Facilities, Inc.

## 6. Improvements to Productivity and Containment of Costs

In the past year has the facility undertaken any of the following activities to improve productivity and contain costs?

- |  |  |
|--|--|
| <input type="checkbox"/> Energy conservation   | <input type="checkbox"/> Group purchasing  |
| <input type="checkbox"/> Reengineering   | <input type="checkbox"/> None of the above |
| <input type="checkbox"/> Application of technology (e.g., computer systems, robotics, telecommunication systems, etc.) |  |
| <input type="checkbox"/> Other (identify) _____  |  |

## 7. Miscellaneous

- A. Will this proposal result in any new teaching or research responsibilities?

☐ Yes ☐ No

If you checked "Yes," please provide an explanation.

- B. Are there any characteristics of your patient/physician mix that makes your proposal unique?

☐ Yes ☐ No

If you checked "Yes," please provide an explanation.

- C. Provide a copy of the current State of Connecticut, Department of Public Health licenses.

## 8. Acquisitions and Change in Ownership

- A. Provide a copy of the written agreement (i.e. purchase agreement, operating agreements, or memorandum of understanding between The Stamford Hospital and Optimus Healthcare Inc related to the proposal.

**Note:** If a final version is not available, provide a draft with an estimated date by which the final agreement will be available.

- B. Submit copies of proposals and organizational structures in Connecticut or surrounding states that are similar to this proposal.

- C. Provide for The Stamford Hospital and the four ambulatory care clinics the following information related to the proposal:
- i) Legal chart of corporate or entity structure, prior to and after the proposal;
  - ii) Board of Directors or governing body resolutions approving the proposal.
  - iii) Changes in health care services, service areas, locations and management.

## 9. Financial Information

- A. Type of ownership: (Please check off all that apply for each Applicant)
- |   |  |
|---|--|
| <input type="checkbox"/> Corporation (Inc.) | <input type="checkbox"/> Limited Liability Company (LLC) |
| <input type="checkbox"/> Partnership        | <input type="checkbox"/> Professional Corporation (PC)   |
| <input type="checkbox"/> Joint Venture      | <input type="checkbox"/> Other (Specify): _____          |
- B. Please provide copies of any grants related to this proposal.
- C. Provide the following financial information:
- i) Pursuant to Section 19a-644, C.G.S., each hospital licensed by the Department of Public Health is required to file with OHCA copies of the hospital's audited financial statements. If the Applicant is a hospital that has filed its most recently completed fiscal year audited financial statements, the Applicant may reference that filing for this proposal.
  - ii) If the Applicant is a hospital, provide the total current assets balance as of the date of submission of this application.
  - iii) If the Applicant is a hospital, provide a copy of the most recently completed internal monthly financial statements, including utilization volume totals to date. (For new service only)
  - iv) If the Applicant is a hospital, provide the name and units of service for the new cost center to be established for the proposal.

- v) If the Applicant is not a hospital, please submit the Applicant's audited financial statements for the most recently completed fiscal year. If the Applicant has no audited financial statements, please submit a compilation report or an unaudited Balance Sheet and Statement of Operations for the most recently completed fiscal year. These statements should be externally prepared and submitted on the preparer's letterhead.
- vi) Identify the entity that will be billing for the proposed service.

### 10. Major Cost Components/Total Capital Expenditure

Submit a final version of all capital expenditures/costs as follows:

Medical Equipment (Purchase)	
Major Medical Equipment (Purchase)	
Non-Medical Equipment (Purchase)*	
Land/Building/Assets (Purchase)	
Construction/Renovation	
Other (Non-Construction) Specify: _____	
<b>Total Capital Expenditure</b>	
Medical Equipment (Lease (FMV))	
Major Medical Equipment (Lease (FMV))	
Non-Medical Equipment (Lease (FMV))*	
Fair Market Value of Space – (Capital Leases Only)	
<b>Total Capital Cost</b>	
Capitalized Financing Costs (Informational Purpose Only)	
<b>Total Capital Expenditure with Cap. Fin. Costs</b>	

\* Provide an itemized list of all non-medical equipment.

### 11. Type of Financing

A. Check type of funding or financing source and identify the following anticipated requirements and terms: (Check all which apply)

☐ Applicant's equity:

Source and amount:

Operating Funds Source/Entity Name Available Funds	\$ _____
Contributions	\$ _____
Funded depreciation	\$ _____
Other	\$ _____

☐ Grant:

Amount of grant	_____
Funding institution/ entity	_____

☐ Conventional loan or  
☐ Connecticut Health and Educational Facilities Authority (CHEFA)  
financing:

Current CHEFA debt	_____
CON Proposed debt financing	_____
Interest rate	_____ %
Monthly payment	_____
Term	_____ Years
Debt service reserve fund	_____

☐ Lease financing or  
☐ CHEFA Easy Lease Financing:

Current CHEFA Leases	_____
CON Proposed lease financing	_____
Fair market value of leased assets at lease inception	_____
Interest rate	_____ %
Monthly payment	_____
Term	_____ Years

☐ Other financing alternatives:

Amount	_____
Source (e.g., donated assets, etc.)	_____

B. Please provide copies of the following, if applicable:

- i. Letter of interest from the lending institution.
- ii. Letter of interest from CHEFA.
- iii. Amortization schedule (if not level amortization payments).
- iv. Lease agreement.

## 12. Revenue, Expense and Volume Projections

### A.1. Payer Mix Projection

Please provide both the current payer mix and the projected payer mix of The Stamford Hospital, and each of the four ambulatory clinics by location with the CON proposal for the Total Facility based on Net Patient Revenue in the following reporting format:

Total Facility Description	Current Payer Mix	Year 1 Projected Payer Mix	Year 2 Projected Payer Mix	Year 3 Projected Payer Mix
Medicare*	%	%	%	%
Medicaid* (includes other medical assistance)				
CHAMPUS and TriCare				
<b>Total Government Payers</b>				
Commercial Insurers*				
Uninsured				
Workers Compensation				
<b>Total Non-Government Payers</b>				
<b>Payer Mix</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>

\*Includes managed care activity.

A.2. Please describe the impact of the proposal on the interests of consumers of health care services and the payers of such services.

B. Do the Applicants have Tax Exempt Status? ☐ Yes ☐ No

C. Provide the following for the financial and statistical projections for the Applicant and each of the four ambulatory clinics:



- i) A summary of revenue, expense and volume statistics, without the CON project, incremental to the CON project, and with the CON project. **Please see the enclosed financial attachments.** Note that the actual results for the fiscal year reported in the first column must agree with the Applicants' audited financial statements.
- ii) The assumptions utilized in developing the projections (e.g., FTE's by position, volume statistics, other expenses, revenue and expense % increases, project commencement of operation date, etc.).
- iii) An explanation for any projected incremental losses from operations contained in the financial projections that result from the implementation of the CON proposal.
- iv) Describe how this proposal is cost effective.

## To Be Completed For Each of the Four Ambulatory Clinics

**12. B (i).** Please provide one year of actual results and three years of projections of **Total Facility** revenue, expense and if applicable, volume statistics without, incremental to and with the proposal in the following reporting format:

<u>Total Facility:</u> <u>Description</u>	<u>FY</u> <u>Actual</u> <u>Results</u>	<u>FY</u> <u>Projected</u> <u>W/out Project</u>		<u>FY</u> <u>Projected</u> <u>Incremental</u>		<u>FY</u> <u>Projected</u> <u>W/out Project</u>		<u>FY</u> <u>Projected</u> <u>Incremental</u>		<u>FY</u> <u>Projected</u> <u>With Project</u>	
		<u>W/out Project</u>	<u>With Project</u>	<u>W/out Project</u>	<u>With Project</u>	<u>W/out Project</u>	<u>With Project</u>	<u>W/out Project</u>	<u>With Project</u>	<u>W/out Project</u>	<u>With Project</u>
Revenue from Operations											
Non-Operating Revenue											
Total Revenue:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Operating Expenses											
Revenue Over/(Under) Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

\*Volume Statistics:

\*Provide projected inpatient and/or outpatient statistics for any new services and provide actual and projected inpatient and/or outpatient statistics for any existing services which will change due to the proposal.

**The Stamford Health System**

**12. C (i).** Please provide one year of actual results and three years of **Total Hospital Health System** projections of revenue, expense and volume statistics without, incremental to and with the CON proposal in the following reporting format:

<u>Description</u>	<u>FY Actual Results</u>	<u>FY Projected W/out CON</u>	<u>FY Projected Incremental</u>	<u>FY Projected W/out CON</u>	<u>FY Projected Incremental</u>	<u>FY Projected With CON</u>	<u>FY Projected W/out CON</u>	<u>FY Projected Incremental</u>	<u>FY Projected With CON</u>
<b>NET PATIENT REVENUE</b>									
Non-Government						\$0			\$0
Medicare						\$0			\$0
Medicaid and Other Medical Assistance						\$0			\$0
Other Government						\$0			\$0
<b>Total Net Patient Patient Revenue</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Other Operating Revenue</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>OPERATING EXPENSES</b>									
Salaries and Fringe Benefits						\$0			\$0
Professional / Contracted Services						\$0			\$0
Supplies and Drugs						\$0			\$0
Bad Debts						\$0			\$0
<b>Other Operating Expense</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Subtotal						\$0			\$0
Depreciation/Amortization						\$0			\$0
Interest Expense						\$0			\$0
Lease Expense						\$0			\$0
<b>Total Operating Expense</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Gain/(Loss) from Operations</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Plus: Non-Operating Revenue</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Revenue Over/(Under) Expense</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>FTEs</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**\*Volume Statistics:**

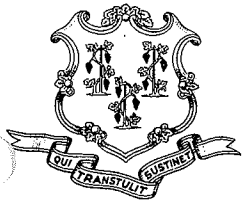
Provide projected inpatient and/or outpatient statistics for any new services and provide actual and projected inpatient and/or outpatient statistics for any existing services which will change due to the proposal.

## The Stamford Hospital

**12. C (i).** Please provide one year of actual results and three years of projections of **Total Facility** revenue, expense and volume statistics without, incremental to and with the CON proposal in the following reporting format:

<u>Total Facility:</u>	<u>FY</u>	<u>FY</u>	<u>FY</u>	<u>FY</u>	<u>FY</u>	<u>FY</u>	<u>FY</u>	<u>FY</u>	<u>FY</u>
<u>Description</u>	<u>Actual</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>
	<u>Results</u>	<u>W/out CON</u>	<u>Incremental</u>	<u>With CON</u>	<u>W/out CON</u>	<u>Incremental</u>	<u>With CON</u>	<u>W/out CON</u>	<u>With CON</u>
<b>NET PATIENT REVENUE</b>									
Non-Government									
Medicare									
Medicaid and Other Medical Assistance									
Other Government									
Total Net Patient Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Operating Revenue									
Revenue from Operations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>OPERATING EXPENSES</b>									
Salaries and Fringe Benefits									
Professional / Contracted Services									
Supplies and Drugs									
Bad Debts									
Other Operating Expense									
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation/Amortization									
Interest Expense									
Lease Expense									
Total Operating Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gain/(Loss) from Operations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Plus: Non-Operating Revenue									
Revenue Over/(Under) Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTEs									

\*Volume Statistics:  
Provide projected inpatient and/or outpatient statistics for any new services and provide actual and projected inpatient and/or outpatient statistics for any existing services which will change due to the proposal.



# STATE OF CONNECTICUT

## OFFICE OF HEALTH CARE ACCESS

M. JODI RELL  
GOVERNOR

CRISTINE A. VOGEL  
COMMISSIONER

June 21, 2006

Kathleen Silard  
Senior Vice President, Operations  
The Stamford Hospital  
Shelburne Road  
Box 9317  
Stamford, CT 06904

Re: Letter of Intent, Docket Number 06-30764  
Change of Ownership of Four Ambulatory Care Clinics  
Notice of Letter of Intent

Dear Ms. Silard:

On June 13, 2006, the Office of Health Care Access ("OHCA") received the Letter of Intent ("LOI") Form of The Stamford Hospital ("Applicant") for the change of ownership of four ambulatory care clinics, at a total capital expenditure of \$111,805.

A notice to the public regarding OHCA's receipt of a LOI was published in *The Advocate* pursuant to Section 19a-638 of the Connecticut General Statutes. Enclosed for your information is a copy of the notice to the public.

Sincerely,

A handwritten signature in cursive script that reads "Kimberly R. Martone".

Kimberly R. Martone  
Certificate of Need Supervisor

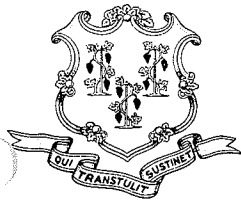
KRM:SL:dpd

*An Equal Opportunity Employer*

410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308

Telephone: (860) 418-7001 • Toll free (800) 797-9688

Fax: (860) 418-7053



# STATE OF CONNECTICUT

## OFFICE OF HEALTH CARE ACCESS

M. JODI RELL  
GOVERNOR

June 21, 2006

CRISTINE A. VOGEL  
COMMISSIONER

Requisition # HCA07-010  
E-Mail: [Lucy.Upright@scni.com](mailto:Lucy.Upright@scni.com)

The Advocate  
75 Tresser Blvd  
Stamford, CT 06903

Gentlemen/Ladies:

Please make an insertion of the attached copy, in a single column space, set solid under legal notices, in the issue of your newspaper by no later than Sunday, June 25, 2006.

Please fax evidence that the legal notice was published by the date requested above to (860) 418-7053. In addition, please send the original legal notice (full tear sheet is required) with the invoice.

If there are any questions regarding this legal notice, please contact Steven Lazarus at (860) 418-7001.

KINDLY RENDER BILL IN DUPLICATE ATTACHED TO THE TEAR SHEET.

Sincerely,

A handwritten signature in black ink, reading "Kimberly R. Martone".

Kimberly R. Martone  
Certificate of Need Supervisor

Attachment

KRM:SL:dpd

c: Sandy Salus, OHCA

*An Equal Opportunity Employer*

410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308

Telephone: (860) 418-7001 • Toll free (800) 797-9688

Fax: (860) 418-7053

**PLEASE INSERT THE FOLLOWING:**

Statute Reference: 19a-638  
Applicant: The Stamford Hospital  
Town: Stamford  
Docket Number: 06-30764-LOI  
Proposal: Change of Ownership of Four Ambulatory Care Clinics  
Total Capital Expenditure: \$111,805

The Applicant may file its Certificate of Need application between August 12, 2006 and October 11, 2006. Interested persons are invited to submit written comments to Cristine A. Vogel, Commissioner Office of Health Care Access, 410 Capitol Avenue, MS13HCA P.O. Box 340308 Hartford, CT 06134-0308.

The Letter of Intent is available for inspection at OHCA. A copy of the Letter of Intent or a copy of Certificate of Need Application, when filed, may be obtained from OHCA at the standard charge. The Certificate of Need application will be made available for inspection at OHCA, when it is submitted by the Applicants.

**Dominello, Dawn**

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**From:** Dominello, Dawn  
**Sent:** Thursday, June 22, 2006 8:40 AM  
**To:** 'Upright, Lucy'  
**Attachments:** 06-30764-LOI The Advocate.doc

Lucy, the legal ad is all set to place I am resending it to you, just two words were changed, please let me know that you have received this

6/22/2006



## Dominello, Dawn

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**From:** Upright, Lucy [lucy.upright@scni.com]  
**Sent:** Thursday, June 22, 2006 8:58 AM  
**To:** Dominello, Dawn  
**Subject:** RE:

REC'D THANKS. I WILL PUBLISH IN FRI. JUNE 23 ADVOCATE.

> -----  
> From: Dominello, Dawn  
> Sent: Thursday, June 22, 2006 8:39 AM  
> To: Upright, Lucy  
>  
> <<File: 06-30764-LOI The Advocate.doc>> Lucy, the legal ad is all set  
> to place I am resending it to you, just two words were changed, please  
> let me know that you have received this  
>  
>